The New-York Times.

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EUROPE.

Arrival of the Mails by the Indian

THE BURNS CELEBRATION IN ENGLAND.

STATE OF THE WAR QUESTION

Death of Hallam, the Historian.

The mails by the *Indian*, at Portland, reached this City last evening. We have thus details of intelligence to Jan. 26.

GREAT BRITAIN.

The Burns centenary appears to have been celebrated with enthusiasm all over the country. Some idea may be formed of the number of celebrations which took place in different towns from the statement that the Secretary of the Crystal Palace received about two hundred applications from various local celebration committees for copies of the prize poem.

The centenary was celebrated in London by a banquet at the Guildhall Hotel, Mr. Hannay in the chair. 14,000 persons attended the Crystal Palace *fête*.

The number of poems presented for competition at the Crystal Palace exceeded 600. The successful competitor was apparently a lady, who signed her name "Isa Craig, No. 22 Ranelagh-street, Pimlico, London."

FRANCE.

There is a rumor that Mr. Morphy will play another match with Mr. Harrwitz. A report is current, too, that Mr. Morphy, in emulation of Paulsen, has undertaken to play twenty games simultaneously without board and men.

The *Moniteur* of Jan. 24, contains the following announcement:

"The intimate relations which have for a long time existed between the Emperor of the French and the King of Sardinia, and the mutual interests of France and Piedmont, have induced the sovereigns of the two countries to draw closer, by a family alliance, the ties which unite them. For more than a year negotiations with this object in view have been carried on, but the youth of the Princess delayed the fixing of the period of the marriage until now. Yesterday, General Niel officially demanded the hand of the Princess Clotilde in marriage with Prince Napoleon. The King gave his consent, and the ceremony will shortly take place at Turin."

The *Moniteur* also contradicts a current rumor in the following terms:

"The *Union* has not scrupled to republish the following lines of the *Indépendance Belge*:

'It is affirmed that King Victor Emmanuel only consented to the marriage of the Princess Clotilde with Prince Napoleon on the condition that an offensive and defensive treaty should be signed between France and Sardinia. It is added that this treaty was signed the day before yesterday.'

We regret to have to point out and contradict such an assertion in the columns of a French newspaper, not less because the statement is completely false than because it is insulting to the dignity of the two Sovereigns.

The Emperor must desire that his family alliances should accord with the traditional policy of France; but he will never make the great interests of the country depend upon a family alliance."

The Brussels *Independance* says: "Negotiations for a large Piedmontese loan to be guaranteed by the French Government have been going on for some time. The overtures were received as badly as could be by all the great moneyed interests of Paris and London. For this reason it seems that a loan by public subscription, to be opened simultaneously at Turin, London and Paris, is decided upon."

The *Daily News* says: "We are in a position to state that the most positive and binding military engagements short of a formal treaty or convention were exchanged between France and Piedmont several months since. This alliance is anything but a sudden thought of the two Governments."

The *Times* correspondent says he is told of war preparations on a large scale, and that the members of the diplomatic corps, with few exceptions, think that war cannot be avoided.

ITALY.

At the review held by Prince Napoleon at Turin, of all the survivors of the *Grande Armée* decorated with the medal of St. Helena, his Imperial Highness addressed them in French in the following words:

"I thank you for the eagerness which you have shown in assembling here to meet me. I am deeply affected by it. Noble and glorious remains of our armies! you are an additional bond between France and Piedmont, which, as well as our dynasties, are and will be allied in future. I shall inform the Emperor of your ardor, and I thank you in his name. *Vive l'Empereur! Vive le Roi Victor Emmanuel!*"

The *Opinione*, of Turin, in canvassing the question of peace or war, states that France has consented to certain concessions to England, in return for the neutrality of that power in the Italian question, and is of opinion that England will never enter into a war for the purpose of supporting Austria. The neutrality of England will simplify the question considerably, since Prussia also will certainly prefer being a looker-on to risking her fortunes in war. The Italian question, the writer concludes, has ceased to be a revolutionary one; it is now a political and international one, and cannot as before, lead to a general war; its solution will be a guarantee of durable peace, which Austria is using every effort to prevent.

The concentration of the Sardinian army in the neighborhood of the Ticino is complete, and it is estimated that the Piedmontese forces are 40,000 or 45,000 strong.

It now seems certain that the marriage of Prince Napoleon to the Princess Clotilde is not viewed with much favor by the Piedmontese population; but it is equally certain that a war with Austria, to be undertaken with the support of France, is expected and desired by the majority.

The Turin correspondent of the *Daily News* says that Lord Malmesbury has recently addressed two notes, the one to the Sardinian Government and the other to the Austrian Cabinet. It remains to be seen whether these notes have actually been forwarded, but their alleged purport is such that they may very well have been sent. Lord Malmesbury is said to warn Sardinia against entering upon the dangerous path which she seems disposed to follow, and to remind her that her task is to improve other Italian Governments by the example which she sets. Austria is said to be exhorted by our Foreign Secretary to do her utmost to remedy the serious grievances of Italy, and thus to remove the causes and pretexts of the war which threatens her.

The Turin correspondent of the *Times* estimates the army in Piedmont at fully 40,000 good troops at present under colors. The writer thinks the confident tone of the war party a little lowered.

The Austrian Government has requested the Government of Tuscany to assist the Austrian forces with men and money in case of war. The Tuscan Ministers were divided in opinion.

The Grand Duke has gone to Naples.

The Commander of the Austrian troops has asked the municipality of Ferarra to provision the citadel, but the municipality has refused.

The Vienna correspondent of the *Times* says that the impression in the highest circles of that capital still is that the King of Naples has had a paralytic attack; but the most current report was that an attempt had been made to take his life by poison.

A conspiracy had been discovered at Naples against the lives of King Ferdinand and the Emperor Napoleon. The Austrian police were the discoverers of the plot. So it is said; and an Austrian letter intimates that the King's illness is attributable to poison.

AUSTRIA.

The London *Times* says, in its City article: "It may be presumed the negotiations in progress for a new Austrian loan of about £6,000,000 will terminate successfully; it is simply a question of price. We know the rate at which Austrian 5 per cent. obligations now circulate in Europe; the main thing is for us to make our estimates as to the extent to which they will be depreciated by an additional issue of six million pounds, and by that ultimate advance in the value of money in London, which must be felt when the final installments of various extraordinary commitments we are now entering upon shall be drained from us. We should also take a large margin for insurance against the imminent prospect of war. Having fulfilled all these conditions we may enter upon the bargain with perfect satisfaction, content to abide the result whatever it may be, and to put it among our regular trading averages. It is to be apprehended, however, that under such circumstances the price to be fixed would be deemed by the Austrian Government disagreeably low. But we may hope that recent experience will induce the public to look only at the merits of the loan itself, instead of assuming that it must go to a premium, merely because it is brought out under leading auspices."

The unanimity of the German papers in condemning the policy of France is extraordinary, and their language can hardly fail to produce a great impression on the Emperor Napoleon. It has been remarked that the most violent articles against France have appeared in North German papers. The official organs of the Vienna Press have recently taken much of "the enthusiasm" of the Magyar papers, but Hungarians who are worthy of full credence say that not the least enthusiasm is felt in their native country. "The Hungarians," say they, "are indignant at the conduct of the Sardinian and French Governments, but nothing more. As everything has been taken from the Hungarians by the Austrian Government and nothing given in return it is positively ridiculous to talk of their enthusiasm for Austria."

PRUSSIA.

On the 24th of January, the Chamber of Deputies unanimously adopted the address in reply to the Prince Regent's speech. M. Simson delivered a brilliant oration on the occasion in support of the address. The Polish members of the Chamber took part in the discussion by making a conciliatory declaration. The members of the former right voted in support of the address, reserving, however, some points in M. Simson's amplifications.

BAVARIA.

The Bavarian Ministers tendered their resignations on Sunday, but they were not accepted by the King. The telegram which brings the intelligence says nothing respecting the causes which induced them to take this step.

SPAIN.

The new Captain-General of Cuba is not yet appointed; in consequence, this question cannot occasion, as some asserted, a ministerial crisis.

TURKEY.

The *Press d' Orient* states that the Sultan has confirmed the election of Prince Milosch, but without giving to his family the right of inheritance. A Colonel of the Turkish army has departed for Bucharest, carrying with him the order of investiture for Prince Milosch, and will conduct him to Belgrade.

American Credit in Europe.

From the London Times City Article, Jan 24.

In the intelligence from America by the *Fulton* it is mentioned that the Governor of Michigan, in his annual message, announces the finances of that State to be in a satisfactory condition, that her entire debt has been reduced to £480,000, and that the progress of prosperity is such as to render it desirable that the whole amount should be speedily paid off. This will, perhaps, strike some youthful persons as a favorable symptom, calculated to assist the value of American securities in general. To prevent any such delusion the duty must be performed of pointing out that there is no State of the Union that deserves a lower position than Michigan. She repudiated a large portion of her public debt nearly twenty years ago, and has never taken the slightest step towards reform or atonement. But each Governor of the State yearly seizes the opportunity to put forth a flourish that the interest on all her obligations has been paid with the usual regularity, and that a large surplus remains to be appropriated to a sinking fund. He merely means that the interest has been paid on the portion not repudiated, and his congratulations to the Michigan community are just such as might be addressed to the people of England if the Government were to sponge out that half of the National Debt which consists of Consols, and to refer with pride to the punctual payment of the dividends on New Three per Cents. and Reduced. The patriots who frame these documents evidently rely that by constantly ignoring the existence of their victims they will at last induce the world to believe their assertions of integrity; and the fact that the New-York and other journals usually publish their statements without a word to expose or condemn their falsehood is calculated to strengthen them in that hope. The holders of the repudiated bonds are mostly in Europe.

In connection with the above facts the European public should bear in mind that of the thirty-three States of the Union there are four which still repudiate their obligations, and two that have compelled their creditors to accept compromises. The repudiating States are Michigan, Mississippi, Florida and Arkansas; and those that have paid only in part are Indiana and Illinois. Thus six States, or nearly one fifth of the entire body, occupy a situation of disgrace. They seem, however, to be reminded of it much less frequently than might be desired or expected by expressions of opinion from the honest States who have the misfortune to be politically bound up with them. Their Representatives appear to enjoy equal consideration in Congress with those of unstained constituencies, and at a very recent period one of the most prominent advocates of repudiation occupied a leading post in the Cabinet at Washington. This condition of affairs has now prevailed for 19 years, but with regard to Florida it should be mentioned that the default turns upon a dispute between the State and the Federal Government. The debt was contracted when Florida was a "territory," and she insists that the authorities at Washington are therefore liable. The Federal Government deny this, and neither party is in any hurry to settle the question. Each repels the charge of repudiation, and the British bondholder stands between them waiting for his dividends.

The State of the Mexican Question—Probabilities of American Intervention.

From the London Times City Article, Jan. 26.

The Mexican advices, to-day, are satisfactory for the bondholders. The overthrow of the Zuloaga Government is confirmed, and instead of General Miramon having been elected to succeed him, as was reported, there was every prospect that Juarez, the constitutional President, would be summoned from Vera Cruz to assume his rightful functions. As Juarez is strongly favored by the United States Government, it may be assumed he will find means to sustain his position, and that, whatever measures may be in contemplation for extending American sway over the republic, the process will probably be facilitated in a quiet, but, nevertheless, rapid and irresistible manner. As far as the existing party movements at Washington can be divined, it appears that President Buchanan and his opponents are alike anxious to bring the Mexican difficulty to a speedy solution, and to snatch from each other the possibility of gaining whatever popularity might be acquired by the achievement. As Mr. Buchanan is in a minority in Congress, any steps he may take are likely to be defeated or anticipated by some more decided contrivance on the part of the Opposition; but when the session shall have closed, the foreign relations of the country will be exclusively in his hands, and the belief seems to be that he will then instantly carry out his cherished views. The adversaries of Mr. Buchanan, who urge the bolder policy of establishing an entire protectorate in place of endeavoring to absorb the country bit by bit, have already admitted their sense of the responsibilities to the foreign creditors of Mexico which that step would involve; but the assurances from Mr. Buchanan's friends had hitherto been less positive than might have been desired.

Death of the Historian Hallam.

Henry Hallam, the illustrious historian, died in London, Jan. 22. He was almost the last survivor of that illustrious band of prose writers whose works may be said to have reached the early part of the nineteenth century—the golden age of English literature. If all writers of history had been influenced by the honest zeal for truth and the spirit of impartiality which characterized his productions, the sarcasms which have been uttered on the unreliability of history would never have gained currency in the literary world. He was born about the year 1778, and was educated at Eton and Oxford, but since he left the University he has resided in London. In 1830 he received one of the 50-guinea gold medals, instituted by George the IVth, for eminence in historical writing, the other having been awarded to our own countryman Irving, after the publication of his *History of Columbus*. He was one of the early contributors to the *Edinburgh Review*, and took an active part in the great movement for the abolition of the Slave-trade. He led so strictly the life of a scholar that very little has ever been heard of him, and consequently next to nothing is known of his personal history, except as an author. He was so little known when Byron wrote his *British Bards*, that the satirist could say of him only, "The classic Hallam, much renowned for Greek." Greek was not a *specialité* of Hallam, but the incensed poet must have a fling at him because he was one of the writers for the Scotch review. But a greater degree of interest has been felt in the historian of late years, since the publication of Tennyson's *In Memoriam*, from the circumstance of that noble poem having been inspired by the grief felt for the loss of Hallam's son, the poet's intimate friend and companion. He had two sons of rare promise, both of whom he followed to the grave; but it was his oldest, Arthur Henry, born about the year 1812, who died in 1833, whom Tennyson has rendered immortal by his lament. It was in the year 1818 that Hallam published his first work, which gained him at once a high literary reputation, the *View of the State of Europe during the Middle Ages*. Nine years afterwards he published his *Constitutional History of England from the death of Henry VII. to the death of George II.* His next and last work was his *Introduction to the Literary History of Europe, during the Fifteenth, Sixteenth and Seventeenth Centuries*—and it was in the introduction to this work that he makes the touching allusion to the great calamity which had overtaken him in the loss of his remarkable son, who had more than fulfilled the brilliant promise of his boyhood. He died on the 22d of February, at the age of 80, and was buried by the side of his son, near Bristol, in a spot selected by himself for his family mausoleum.

OBITUARY.

Paris journals announce the death of General, the Duke de Plaisance, Grand Chancellor of the Legion of Honor. His age was 84. He entered the French Army after the 18th Brumaire, and rapidly advanced. As aide-de-camp to Desaix he was named Colonel of the 3d Hussars, at Marengo; General of Brigade at Eylau, in 1807; and General of Division, with the title of Count, at the commencement of the campaign in Russia, in 1812. He adhered, in 1814, to the reëstablishment of the Bourbons, but having, in the Hundred Days, accepted a command in Champagne, and the post of Deputy for the Seine-et-Marne to the Legislative Body, he was put *en disponibilité* after Waterloo. His name figures on the Arc de Triomphe de l'Etoile.

Lord Northwick has recently died at his seat in Gloucestershire, England. He was known as a liberal supporter of the fine arts, his gallery at Thirlestane-house, Cheltenham, being celebrated.

The death of the Earl of Charleville is announced in the English papers. His Lordship succeeded to the title in 1851. The heir is an infant of six years.

Mr. Frederick Town Fowler, the manager of the London *Morning Herald and Standard*, has just died.

A telegram from Berlin mentions the death of the well-known authoress Madme. Bettina Arnim.

INTERESTING FROM WASHINGTON.

The Cuban Question—Speech of Senator Thompson.

The Arizona, Dakotah and Jefferson Territorial Bills Laid on the Table.

No Tariff Bill Agreed Upon—Proceedings of the Investigating Committees—Indian Affairs—The McCormick Reaper, &c.

Special Dispatch to the New-York Times.

Washington, Wednesday, Feb. 16.

The House Committee of Ways and Means have again failed to agree upon a Tariff bill, and are in despair. It is now expected that an effort will be made to get up a Tariff bill directly in the House, without the agency of the Committee. The President is in a very bad humor at the conduct of Congress. He has been shut up all day writing a special message, in which he scolds Congress for idleness and factiousness, which he proposes to send in soon.

The Senate to-day, by a vote of sixteen to seventeen, rejected the nomination of Potter as Collector at Sandusky, Ohio. This is the particular case out of which the discussion arose between Douglas and Fitch, nearly leading to a duel. It is believed that the vote will be reconsidered, and the nomination of Potter confirmed.

The Sherman Committee of Investigation are holding their last meeting to-night. They probably will not be able to report before Tuesday.

The Printing Investigation Committee cannot report this week. The evidence before it shows a settled system by which officers of the Government constantly collect from ten to twenty per cent. on the contracts for work, paper, and other materials. The witnesses testify that they found they could not get these contracts except by submitting to these exactions. In some cases, they admitted that they added twenty per cent. to their bids to cover the cost of these corrupt fees. I understand that the books of a Philadelphia firm, which one of the partners the other day swore had been burned, are in possession of the Committee. Entries upon their pages show clearly the motive for the perjury of the witness.

The exposure in to-day's Times is creating a sensation here to-night, and half-a-dozen members declare their purpose to demand an investigation.

The impression is very general that the President will veto the munificent bill granting land to the States for Agricultural Colleges, which bill will go to him to-morrow.

Preparations for the Napier Ball to-morrow night are completed on a grand scale. The President has not been invited—probably in consequence of his ill-natured remarks about the managers.

The delegation of Delaware Chiefs, now in this City, are endeavoring to close up their business with the Federal Government. They claim an interest in the Military Reservation of Fort Leavenworth, and the claim was at one time favored by Commissioner Manypenny. It is now repudiated by the Department. There are also some small lots of land which they desire to have sold, and added to the trust fund. This fund now amounts to $900,000. The Chiefs desire to have $500,000 invested in good securities for general purposes, and $200,000 more for School purposes, the remainder they desire to have paid over to the tribe in cash in two equal annual payments. The latter part of the request will be certainly denied, but the School fund will be increased to any extent desired.

Nothing has been heard lately from the Sioux who were threatening hostilities. The Department now thinks there existed no sufficient grounds to apprehend an outbreak.

[FROM THE REPORTER FOR THE ASSOCIATED PRESS.]

Washington, Wednesday, Feb. 16.

The Commissioner of Patents has just written out, at length, his reasons for overruling the application of Mr. McCormick, for an extension of his patent of 1845, for "improvement in reaping machines." He says that the patentee realized from his patents of 1845 and 1847 the sum of $1,297,915, and adds, in conclusion, "Yet, were it permitted to embrace in its estimate the value of the reaping machine as an entirety, I might hesitate to pronounce his (Mr. McCormick's) reward sufficient, great as it has been; but remembering that in 1845 it was already in practical, successful operation, and its essential elements public property, or the property of other patentees, and that its crowning excellence, as constructed by the applicant—the reaper's seat, of 1847—still belongs to him, and can be enjoyed by the country only upon such terms as he may dictate, and confining, therefore, as I am compelled to do, my estimate to the isolated features patented in 1845, I am constrained to say that for this improvement the public has made to the applicant not only a reasonable, but a most abounding remuneration." The following is the whole account, as restated in tabular form by the Commissioner:

RECEIPTS.

From sales of reaping machines, including 560 machines on hand	$2,833,980 00
From licenses to Wood & Ball	16,000 00
Receipts from patents of 1845 and 1847, before the expiration of the patent of 1834	15,000 00
Receipts from Seymour & Morgan in 1848	4,000 00
Total	$2,868,980 00

EXPENSES.

Expenses of traveling, experimenting, &c., chargeable to the two patents of 1845 and 1847	$36,000 00	
Cost of making machines	1,134,277 74	
Commissions on sales	283,398 00	
Loss on debts	44,938 60	
Interest on capital	40,950 00	
Depreciation of machinery	31,500 00	1,571,064 34
Credit to patents of 1845 and 1847		$1,297,915 66

That this is rather below than above the amount of profits actually realized from the two patents may be fairly inferred from the testimony.

The Navy Department has received a letter from Capt. Farragut, dated Beaufort River, N. C., Feb. 11, in which he speaks of the first week's trial of the steam sloop-of-war *Brooklyn*, under steam. With favorable circumstances she made ten, and with head winds and a heavy swell, six knots an hour. She has not, thus far, proved a fast sailer under canvas, but in all other respects is well adapted to the service. He thinks, however, this trial insufficient to do her justice, and prefers waiting for another trial before pronouncing positively on her general merits.

The additional article to the Extradition Convention between the United States and France is officially promulgated. It extends also to persons charged with the following crimes, whether as principals, accessories or accomplices, namely: Forging or knowingly passing or putting in circulation counterfeit coin or bank notes or other paper current as money with intent to defraud any person or persons, and embezzlement by any person or persons, hired or salaried, to the detriment of their employers, when these crimes are subject to infamous punishment.

The President, in recognition of the satisfactory manner in which John Nugent, Esq., discharged the duties of his special mission to British Columbia and Vancouver's Island, recently, tendered him the appointment of Minister to Bogota, which he has declined, intending to take an active part in the politics of California during the Summer, his friends having induced him to become a candidate for Governor of that State.

Mr. Morrill's bill appropriating about six millions of acres of land among the several States, according to their Federal representation, for the establishment of Agricultural Colleges and the promotion of the mechanic arts, has been finally disposed of by both Houses. Its enemies are congratulating themselves on an anticipated Presidential veto.

The Senate, in Executive Session, to-day, ratified the Dacotah Indian treaty, by which an extensive tract of country is secured to the United States.

The motion which was made at the last session to reconsider the vote by which the treaty with the Senecas at Tonawanda was ratified, having been withdrawn, the treaty is now in force.

The Senate rejected the nomination of Emory D. Potter as Collector of the port of Toledo.

In the House, to-day, the Republicans generally, with a few Northern Democrats and twenty-five Southerners, voted to table the Arizona Territorial bill, but on the similar disposition of the Dacotah bill, several Republicans changed to the negative and the affirmative vote embraced 45 Southerners.

Vice-President Breckinridge has sold his house for about $20,000, having, to the regret of his social friends, abandoned the idea of housekeeping at Washington.

In the Supreme Court, to-day, in the case of E. M. Chappee *vs.* The Boston Belting Company, a writ of *certiorari* was awarded, on a motion by plaintiff, to supply the deficiency of record.

XXXVth CONGRESS---Second Session.

SENATE.... Washington, Wednesday, Feb. 16.

By a typographical error Mr. Broderick's name appeared in both the Yeas and Nays lists on the Indiana case. Mr. Broderick voted on all the four votes in favor of admitting the contestants, Messrs. Lane and McCarthy, to argue their case on the floor of the Senate.

Mr. Fitch, from the Committee on Printing, reported a joint resolution that after the close of the present Congress, such public documents as both Houses shall require, shall be printed in one lot, thus saving the expense of separate jobs. The resolution was adopted.

Mr. Gwin, on behalf of Mr. Stuart, withdrew the latter's motion to reconsider the vote by which the Pacific Railroad bill was killed.

The bill introduced by Mr. Seward, on the 30th of January, additional to the act which prohibits the Slave-trade, was reported by Mr. Bayard from the Judiciary Committee, without amendment and without recommendation.

Mr. Seward took occasion to refer to his bill to suppress the Slave-trade, and explained that although he was desirous of having it acted on immediately, he would have to delay it, as he was engaged in procuring from New-York and elsewhere information to satisfy his mind how it would affect legitimate commerce.

On motion of Mr. Hunter, the Consular and Diplomatic Appropriation bill was taken up.

Mr. Clay, of Alabama, moved to strike out $75,000 for the expense of sending back to Africa the negroes kidnapped by the brig *Echo*.

Mr. Brown, of Missouri, spoke in support of Mr. Clay's amendment.

Mr. Hunter, of Virginia, reasoned that if the Constitution sanctions the suppression of the Slave-trade it sanctions the doing of it with humanity.

Messrs. Seward, Wilson, and all the other Republican Senators, supported the appropriation, and Mr. Doolittle denied that the Liberian colony was a failure, in opposition to the opinion of Mr. Clay, who read an extract showing that the colony is decreasing by an excess of deaths over births and importations in a ratio that will depopulate it in a hundred years.

Mr. Clay's amendment was lost, by 40 against 10.

Mr. Pugh having an amendment to propose, and on which to speak, the bill was set aside by special order.

The bill appropriates

For Ministers salaries, $214,000.
Minister to Japan, $7,500, with arrears of $3,375.
For Consuls-General, $240,000.
For Assistant Secretaries at London and Paris, $3,000.
For Secretary at China and Acting Interpreter, $5,000.
For Secretary at Constantinople and Acting Dragoman, $3,000.
For contingent expenses of Missions, $50,000.
For the Foreign Intercourse Fund, $60,000.
For intercourse with Barbary, $2,000.
For relief of American seamen abroad, $150,000.
For rewards for foreigners rescuing shipwrecked Americans, $10,000.
For Consuls' flags, furniture and postage, $40,000.
For Consuls' office rent, $22,370.
For Interpreters in China, $4,500.
For the Washington and British Boundary Commission, $100,000.
For the Reciprocity Commission, $23,000.
For the return of the Africans of the *Echo*, $75,000.
Total, $1,012,745.

The Cuba bill came up as the special order, and Mr. Thompson, of Kentucky, addressed the Senate and an audience of over two thousand persons. He spoke two hours in a facetious strain, interrupted by continued laughter. He was wholly against the acquisition of Cuba, and was astonished that the Senator from Louisiana was in favor of it. The acquisition would draw off trade and commerce to a better climate and the port of Havana, till New-Orleans became shriveled up and became like Lexington, Ky., a finished town. Cuba, the youngest child, would be as usual the pet of the family; and how much it would cost to get her in trim, the Lord only knows. The children of the North eat dates and oranges, which they are told are from an island where there is no winter, and their natural instinct is to seek it. He here quoted from *Childe Harold* and *The Corsair*. Referring to Mr. Hale's remark yesterday, respecting Catholicism, Mr. Thompson did not think Catholicism so objectionable in itself as in the genius of the people who possessed it, for he had lived half his life among American Catholics, and no people were better or more loyal citizens. Mr. Hale had also suggested that we should annex Canada. That proposal was monstrous, for the people there were of Anglo-French extraction, and he never knew a Frenchman yet whose idea of a republic was not merely to get a chance to vote for an Emperor. In talking so of the British Possessions he seems to forget that Great Britain is a larger landholder on the North American continent than we are. One of the best poets of Rome had said that that empire had tumbled to pieces from mere accretion. He feared that would be our fate. Our people, from their Anglo-Saxon blood, have derived the belief that it is right and proper to take from the Spaniard, Mexican, or Indian, anything they want, and that it is not homicide, nor murder, to kill him either. We want to Americanize and Christianize Cuba, do we? It reminded him that two young Kentuckians went there on a similar mission. One, being a good-looking fellow for an American, got to be an overseer for a widow; that Christianized her. The other ran away with an old man's daughter, and within a year the old man was living on a corner of the plantation, and himself in full possession. That is the way we Americanize. The Cubans would not stay if we had the island. They have too much instinct for that. Place the lion on the prairie and the buffalo will soon vacate it; or put the tiger where the deer haunt, and you will not find one there in forty days. The blue rat peacefully possessed this country until the Norway rats acquired it; then instinct told them they had to leave, and they did. It was a shame to pamper to the spirit of acquisition that is dominant with us. A century in the life of nations is but a day—so this nation is not yet a year old. Our true policy is to consolidate, secure and build up what we have, not to acquire more. It was said the possession of Cuba would give us an outlet for our fiery spirits. The Pacific Railroad was argued on a similar plea. He had seen some of these fillibusters about Washington. They did nothing, had nothing, "toiled not, neither did they spin, yet Solomon in all his glory was not arrayed like one of these." Imagine these men letting off their spirits in the Rocky Mountains, cracking rocks or toting about railroad sills. No, Sir; it is fallacious—for those who are always talking about their readiness to spill the last drop of their blood are generally willing to let anybody else spill theirs first. Cuba seemed to Mr. Thompson to be the element of weakness rather than of strength, and tending to interrupt our peaceful relations with other powers. He did not believe England or France wants it. But if they do, England will fight for it, and France will go in for the glory of the thing. The battle of the Gods and Titans, and the battle of the fallen angels, as described by the poet, do not equal in grandeur her warfare. Recently ten thousand Persian cavalry on the Plain of Teheran, were charged by a regiment of Scots Greys, led by three lieutenants, who fell one after another; the British rode them down like ninepins, reformed and charged back and again till in twenty minutes there were not so many Persians left as there were by Leonidas at Thermopylæ. That's the kind of fighting England does. For a thousand years her temple of Janus has never been shut. John Bull is, in fact, a bloody old bruiser, who has been roaming about the world, brow-beating, insulting and whipping everybody he has a mind to. If we had Cuba, we could not raise such obstructions as would keep him out of the Gulf; and for the reason that we have no navy to watch the English and French steam fleets. We would be driven out of the water, not because our people are not brave, but because we couldn't stand such a fight. If we are to hold it, it must be by fortifications, and he would have a committee, composed of the officers who went to the Crimea, to whom he would add Senator Davis of Mississippi, and General Shields, to survey and say where the Redans and Malakoffs shall rear their crests to withstand the English fleets. Yet we continue crying for more, like a pampered child, whose stomach is not big enough for his appetite.

Mr. Thompson had known gentlemen of Virginia to be ruined ere now by owning too much land, which would be sold for the taxes upon it until when they died there was barely enough left to pay their funeral expenses. Our own country would be too big, and the treaty of Guadaloupe would have been a curse had it not been for the fortunate turn up of gold in California. But as to Cuba there is not any God-send left there—nor has it gravitated one inch, not even by the "passional attraction" of the free-love school. We would derive no benefit from it. We would pay Spain more for it than it is worth, and negroes being cheaper there than in the South they would rise in price and the Cubans would sell out their possessions at higher rates. He had also other insuperable objections to the bill. If it means anything it means that the money is to be drawn by the Spanish Minister of the day, who will make a treaty, and is thus offering a premium to revolution. Here Mr. Thompson made some palpable hits at the Democratic Party, saying he understood the discipline was very strict, and that whoever does not chalk up to the mark goes overboard. Indeed he must take an opportunity before his term ends to ask the Senator from Illinois if he has not been doing something. With Cuba to amuse the South, and the Keystone bound to him by bars of iron and hoops of steel, the President might demand a renomination, for he never knew a Scotchman but who would hold on till death. It was said his luck would kill Mr. Buchanan, but Mr. Thompson knew something of hygiene, and gave a decided opinion that his is good for ten years yet, and then may leave it to a son of his—politically, of course, for none he has otherwise. In conclusion, Mr. Thompson utterly condemned this rampant spirit that clamors for war. It is a wrong spirit and a wrong teaching to the country. If we get into a war with France and England we will repent it to the last day of our lives. It will saddle us with debts which it will take as long to get rid of as the Israelites were in Egypt making bricks without straw. Old John Bull might be likened to a bull-dog going about hunting up fights—Ceasar, Pompey, Jumper and Jupiter, follow in his trail, and when he pins anything, they go in and worry it to death—and then out goes a nation from the map of Europe, or, if left in, it is crippled all the rest of its life to pay the expenses of the fight. Our lower orders have an inveterate hatred against Great Britain, whether just or unjust he would not say—but to hate a red coat and a Britisher is an element of our national character. It is true we eat suppers and read Shakespeare together, but that is no more than two old ladies having a bit of scandal over a cup of tea and hating each other like the devil. We can back against the bull-dog a terrier that has the spirit in him of the seven devils driven out of Mary Magdalene, and getting into this war we must go through with it. We will suffer in it, however we may come out—hence, as the Powers do not seem to want to fight, there is no need to provoke it. Cuba, however, might do for a platform. Here Mr. Thompson, addressing himself directly to Mr. Seward, said he would volunteer him a piece of advice that would be useful if he came to be President. As far as the noise and laughter permitted the reporter to hear, he understood Mr. Thompson to ironically advise Mr. Seward to follow the example of other Presidents, and throw down the ladder when it had placed him in power. There was always some alternative to cast it aside. The advice was: "Don't stand on the platform when the cars are in motion." [Roars of laughter.] Mr. Thompson finished by adopting an aspiration of Daniel Webster's, that God will so shape our ends that they will result in good. [Mr. Thompson had proceeded but a short time when he was obliged to sit and deliver his speech, as he was too weak to stand. Lord Napier was seated near him, and was evidently interested by his remarks.]

The Senate went into Executive Session, and afterwards adjourned.

HOUSE OF REPRESENTATIVES.

Washington, Wednesday, Feb. 16.

Nearly an hour was spent in a call of the House, no quorum being present at the usual time of meeting.

The House tabled the bill increasing the number of surgeons, assistant surgeons and pursers in the Navy.

Mr. Stephens, of Georgia, from the Committee on Territories, reported a bill providing a temporary Government for Arizona, and asked that it be considered now. It makes no appropriation of money. The importance of the measure is sufficiently appreciated. He presumed that every one's mind was made up, and hence no further consideration was necessary.

Mr. Kellogg moved an amendment providing that when there are ten thousand actual residents in Arizona, the Legislature shall provide by law for the election of a Governor, Secretary of State, Marshal, and Judges, who are to be commissioned by the President.

Mr. Stephens said this bill had been formed on the model of the other territorial bills. It was now too late to change our policy as the gentleman from Illinois proposed.

Mr. Haskin proposed a new section to the effect that when Arizona contains the requisite population for a Member of Congress ascertained by a census, it shall be lawful for the Legislature to provide for the election of delegates to form a constitution which shall be submitted to the people for ratification. This provision is to be incorporated in the rules, and constitute a rule of action as to all other Territories.

Mr. Jones, of Tennessee, objected to all amendments being read for information until the bill was regularly before the House for action.

Mr. Grow, of Pennsylvania, offered a preamble setting forth that, as the tract of country embracing Arizona, when acquired from the Republic of Mexico, was, by virtue of the law and Constitution of Mexico, free from African Slavery, and as no law has since been passed establishing Slavery therein, therefore

Resolved, That this act shall not be held to authorize African Slavery in the Territory, and Slavery remains abolished as at the time of its acquisition from Mexico.

Mr. Grow said this was almost the same language as was used by Colonel Benton, and, therefore, it was a Benton proviso.

Mr. McQueen, of South Carolina, objected to the introduction of this amendment.

Mr. Kilgore, of Indiana, moved to table the whole subject. Agreed to, 121 against 78.

Mr. Stephens, from the Committee on Territories, reported a bill to provide a temporary Government for Dakotah. He said it contained no appropriation. The Territory was lying outside of the limits of Minnesota, and was now without a government.

Mr. Morgan, of New-York, moved to table the bill. Carried, 137 against 66.

Mr. Stephens also reported a bill providing a temporary government for Jefferson, which was also tabled.

Various bills concerning the organized Territories were reported, including appropriations for completing the Capitols in Utah, Nebraska and New-Mexico, and building prisons in Nebraska, New-Mexico and Kansas.

Mr. Florence, from the Committee on Invalid Pensions, reported the Senate bill granting a pension of $50 per month to the widow of General Gaines, from June, 1849, for her natural life, which was passed.

The Senate's amendment to the House bill, granting public lands to the several States, to provide colleges for the benefit of agriculture and the mechanic arts, was taken up.

Mr. Morrill, of Vermont, said the material amendment was, to allow every State having an increase of representation under the census of 1860, twenty thousand acres of land for every additional Representative.

Mr. Cobb, of Alabama, made an ineffectual motion to table the bill—95 against 108.

The Senate's amendments were concurred in.

The House also concurred in the Senate's amendments to the bill for the relief of the widow of Commodore Porter, and then went into Committee on the Senate's amendments to the Indian Appropriation bill.

The amendment to transfer the Indian Bureau from the Interior to the War Department was debated.

Mr. Blair, of Missouri, reiterated his former remarks, charging that while the War Department was arming troops to assail hostile Indians, the Commissioner of Indian Affairs, Mr. Manypenny, was arming these very Indians. He quoted from documents in support of his assertions.

Mr. Greenwood, of Arkansas, said he knew Mr. Manypenny as an honest man. The policy of the Bureau is, that in all cases where Indians are in a hostile attitude, their annuities and everything else are withheld.

Mr. Cox, of Ohio, said such charges as Mr. Blair's ought not to have been made except upon the best testimony. The arms alluded to were not furnished the Indians till Mr. Manypenny went out of office, but provision had previously been made, from motives of humanity, to facilitate their killing of game. There was not a man on the floor who knew anything in relation to Mr. Manypenny who did not know that he stood here for years fighting Missouri cormorants.

Mr. Blair (interposing) said—"Yes, fighting them with Indians."

Mr. Cox, resuming, remarked—Fighting the plundering schemes of the sharks which the gentleman from Missouri was indirectly defending. He knew the *animus* of these attacks.

Mr. Bryan, of Texas, said that arms are furnished by United States agents to Indians, who use them against the citizens of Texas.

After further debate, the amendment was rejected.

The action of the Committee was subsequently reported to the House, and concurred in.

Adjourned.

Board of Supervisors.

COST OF DINING AND WINING JURIES.

At the meeting of the Board on Tuesday, the bill of Wm. J. Haskett, for services as Excise Commissioner, amounting to $350, $200 of it for office rent, was presented and referred.

The Committee on County Offices reported in favor of paying Robert D. Holmes $150 for services as Excise Commissioner, and the Board ordered that it should be paid.

The Committee on Civil Courts reported against the petition of the Justices of the Superior Court for different Court-rooms from those at present occupied by the Court. It is injudicious, the Committee think, to procure different rooms while the subject of building a new City Hall is still before the Legislature, especially in view of the fact that $1,047 73 has been appropriated for fitting up the rooms of this Court. The report was laid on the table.

The report of the same Committee, in favor of authorizing the appointment of another Assistant District-Attorney, at $2,500 a year, and a Clerk in the District-Attorney's office, at $1,000 a year, was laid over.

The Board adopted a resolution reported by the Committee on Criminal Courts and Police, in favor of paying $169 to Company L, Twelfth Regiment, for aid rendered to the Police authorities in 1857.

The bill of Richard B. Connolly, for services as County Clerk last year, amounting to $1,624 60, was allowed. So was the bill of the Coroners, for holding *post mortem* examinations, $610.

The bill of Mr. Charles A. Stetson, for refreshments and apartments furnished the Jury in the Cangemi case, amounting to $750, was referred. Some of the items are curious: Cigars, $80; brandy, $33 50; fires, $60; extra dinners, $12; champagne, $1 25; soda, $3 68; meals to juror's rooms Sunday, $54; cigars, (same day,) $14 50; bar, (Monday,) $3 25; prisoner and guard dinner and wines in restaurant, $115 37; use of rooms for jury and officers, $260. The bill was referred, and the Board adjourned to Monday, the regular day for meeting next week being Washington's Birthday.

LAW REPORTS.

THE GREAT INDIA-RUBBER CASE.

Decision of Judge Ingersoll Refusing an Injunction Against Manufacturers, Importers, or Venders of Elastic Woven India Rubber Goods, &c.

CIRCUIT COURT OF THE UNITED STATES—SOUTHERN DISTRICT OF NEW-YORK.

CHARLES GOODYEAR, HORACE H. DAY, AND ALEXANDER HAY *vs.* CARY HOWARD & SANGER.

The present application for a preliminary injunction is in the names of Charles Goodyear, Horace H. Day, and Alexander Hay. Goodyear has no interest in common with the other complainants. He is but a nominal party. The real parties in interest are Day and Hay. The complainants seek to enjoin the defendants from making, using, or vending any shirred, or corrugated, or elastic India-rubber goods, containing India-rubber, vulcanized by being subjected to the action of a high degree of artificial heat, in connection with, or in the presence of sulphur in some form, or containing any of the inventions or improvements secured by what is commonly called Goodyear's Vulcanizing Patent, first issued on the 15th day of June, 1844; afterwards reissued on the 25th day of December, 1849, and subsequently extended for seven years from the 15th day of June, 1858, the exclusive right to make, use and vend which goods the said complainants claim was vested in them by grants and licenses from Goodyear the patentee.

The first of the original deeds, containing the grants of right, were executed by Goodyear and Day, on the 29th day of October, A. D. 1846—another called "articles additional or supplemental" to those contained in the first mentioned deed, was executed on the 5th day of November of the same year. Another, a "memorandum of agreement," auxiliary to the last mentioned deeds, was executed on the same 5th day of November. Another was executed on the 5th day of December of the same year, and another on the 24th day of May, A. D. 1858.

The first question to which our attention is directed is, what did the parties to these several deeds mean and understand by the terms used in the grants of right in the deeds referred to, viz.: "shirred or corrugated goods." The rights of the complainants, under these deeds, or either of them, depend upon the determination of this question. The goods which the defendant sells are elastic woven rubber goods, threads of vulcanized India-rubber, prepared according to Goodyear's patent of the 15th of June, 1844, which has been extended for seven years from June 15, 1858, forming a part of the warps. Selling or making such elastic woven goods without a license is an infringement of the last mentioned patent. And if such elastic woven goods were intended by the parties to the deeds, made in 1846, to be included in the terms "shirred or corrugated goods" as used in the grants of right, in either of those deeds, then it follows that what the defendant is doing is in violation of the rights of the complainants Day and Hay.

Where certain terms are used in a grant which have a well-known general meaning, then, in the interpretation of such grant, such well-known general meaning must be given to the terms used, unless it appears that some other or different meaning was intended by them. The parties differ as to what was the well-known general meaning of the terms "shirred or corrugated goods" as used in the grant, and numerous affidavits have been introduced to prove what their well-known general meaning was when the deeds of 1846 were executed.

It will not be necessary, however, to pay any particular attention to these affidavits, if it appear clearly from the deeds themselves what the meaning was which the parties to the deeds intended should be applied to these terms. The defendant insists that this does appear clearly from the deeds, and that the meaning of the terms "shirred or corrugated goods," used in the grant, was only goods described in, and patented by, what is called the shirred goods patent of Goodyear, issued March 9, 1844.

To a just determination of the question now under consideration, it is necessary to notice particularly the several patents of Goodyear, which are referred to in the deed executed by him and Day, Oct. 29, 1846. On the 30th of October, 1840, a patent had been obtained by Dupont & Hyatt, for a new and useful improvement in the manufacture of gaiter-boots, by the introduction of gum-elastic gores. On the 7th of November, 1848, a patent was obtained by Richard Solis, for a new and useful improvement of elastic cloth—it was called elastic cloth—not "shirred or corrugated" cloth. On the 24th day of February, 1839, a patent was obtained by Goodyear for improvements in the mode of preparing caoutchouc, or Indian-rubber, for the manufacture of various articles. On the 9th of March, 1844, a patent was obtained by him for a new and useful manufacture of goods, which he, in his patent, denominated "shirred or corrugated India-rubber goods." The goods so manufactured and denominated were elastic. The elastic goods which Goodyear manufactured, according to his patent, and to which he thus gave the name of "corrugated or shirred India rubber goods," by which name they have ever since been generally known, were formed "by the stretching of strips or threads of India-rubber, to such extent as may be desired, and covering the strips or threads on opposite sides with laminæ of cloth, leather, or any other suitable material, which laminæ were united to each other, and to the strips or threads, by means of India-rubber cement, the same being effected so as to produce manufactured articles substantially as in the specification is set forth, which would by the contraction of the stripes or threads of India-rubber, become corrugated, so as to form distinct plaits between them, and present a corded appearance, and will also possess a degree of elasticity limited by the non-elastic material which constituted one or both of the laminæ." The elastic goods, manufactured according to the Solis patent, were in that patent called and known as elastic cloth, and not "shirred or corrugated India-rubber goods." And the only elastic goods which Goodyear ever had the exclusive right to manufacture, were the particular kind of elastic goods, made according to this patent of March 9, 1844, and so called by him "corrugated or shirred India-rubber goods." No one had, however, a right to use without his consent in the manufacture of other kinds of elastic India-rubber goods the particular kind or preparation of India-rubber which had been or should be patented to him. So far as Goodyear was concerned, every one had a right to manufacture all kinds of India-rubber elastic goods, except such as were described in his patent of March 9, 1844, provided they did not use any particular preparation of India-rubber patented to him.

On the same 9th of March, 1844, a patent was granted to Goodyear for a new and useful manner of constructing a machine for manufacturing the "corrugated or shirred India-rubber goods" mentioned and described in the before-mentioned patent. In this specification he states that he had in the before-mentioned specification described the nature of what he denominated "corrugated or shirred India-rubber goods."

That name he had given to the particular kind of elastic goods manufactured according to that patent. And on the 15th day of June, 1844, a patent was granted to him for new and useful improvements in the manner of preparing fabrics of caoütchouc or India-rubber.

On the 12th of August, 1855, Goodyear gave to Hutchinson & Runnyon, and also to Ford & Co., "a free license to manufacture, use and vend shirred or corrugated goods of every description." And in the month of September, in the same year, he gave to Onderdonk & Letson "a concurrent right, together with, and in connection with or separate from, Hutchinson & Runnyon and Ford & Co., and the said Charles Goodyear and his associates, a free license to manufacture, use and vend shirred or corrugated goods of every description, in so far as the said Charles Goodyear may have any rights or privileges.

The agreement of the 29th day of October, 1846, between Goodyear and Day, was executed by both parties, under their hands and seals. After reciting that Goodyear owned and controlled all the rights and privileges, granted to him, by the four before-mentioned patents in his favor, so far as such rights and privileges relate to the manufacturing of shirred or corrugated India-rubber goods, and the use of the machines or improvements for the manufacturing of such goods, and the making and use of his patented gum, or compound, in the manufacture of such goods, excepting the licenses of Hutchinson and Runnyon; Ford & Co., and Onderdonk and Letson, above mentioned, Goodyear grants, sells and assigns to Day, "the full, absolute, and exclusive right, license and privilege to make, use and vend, shirred or corrugated goods; to use in the manufacture thereof all or any of the machinery, or improvements mentioned and described in and secured by all or any of said letters patent; and also to use in the manufacture of such shirred or corrugated goods all or any of the compounds, fabrics or ingredients, and methods of preparing such compounds, fabrics or ingredients mentioned or described in and claimed by said letters patent, for and during the said unexpired term of said letters patent above enumerated, and of all renewals and extensions of the same." He also grants to Day "the like full, absolute and exclusive right, license and privilege, for the like terms and periods, to use all or any of the machinery, compositions or fabrics patented by said Goodyear, or which he shall obtain patents for in the manufacture of India-rubber hose, of the kind patented by said Day, air beds and air pillows of all kinds, Day's patent boat, Griffith's patent cotton floater, and Day's patent chairs and settees."

The extent of the first-mentioned grant depends upon the meaning of the terms "shirred or corrugated goods," as used in the granting clause of the deed, and as understood by the parties to it when the grant was made by Goodyear and accepted by Day. That meaning must be gathered from the grant itself in the deed contained, if from it the true and clear meaning can be ascertained. That meaning depends upon the construction of the deed itself—for deeds must speak for themselves when they are able to speak clearly and understandingly.

The recital to the deed was made for the purpose of showing what was to be the subject of the grant. Goodyear states, as we have seen, that he owns the rights secured in the four patents enumerated, so far as such rights relate to the manufacture of "shirred or corrugated India-rubber goods," which were one subject of the grant, except the three licenses named, which were for "shirred or corrugated goods." At that time, the whole right to use the vulcanized rubber, in the manufacture of all elastic woven goods and elastic cloth, except the "shirred or corrugated goods," made according to the patent of March 9, 1844, was in the Naugatuck India-rubber Company.

The first suggestion that occurs upon reading the recital is this, if Goodyear had intended that the grant should comprehend the exclusive right to use his vulcanized rubber and his other preparations in the manufacture of elastic woven goods and all wrinkled or corrugated cloth, whether made according to the shirred goods patent or not, under the name of "shirred or corrugated goods," he would have expressly included this right in the exceptions which he made. For it was well known to him that the right as to woven goods was in that Company.

It should be borne in mind that Goodyear had no exclusive right to manufacture any kind of elastic India-rubber cloth except such as was manufactured according to the patent of March 9, 1844, and called "shirred, or corrugated India-rubber goods," though he had an exclusive right to a certain kind of prepared or cured India-rubber, which could not be used by any one, in the manufacture of any kind of elastic cloth, without his permission. So far as Goodyear was concerned, all kinds of India-rubber elastic goods, or elastic cloths, by whatever name known—except the particular kind of India-rubber cloth made according to his patent of March 9, 1844, and to which he had an exclusive right—could be made by any one, unless the one making it should use, in the manufacture of it, the particular kind or preparation of India-rubber material patented to him. It is not to be presumed that a grantor intends to grant more than he has a right to grant, or that a grantee intends to receive, by way of grant, that to which he has a full right without a grant.

The grant of right contained in the granting clause of the deed of the 29th day of October, 1846, was of an exclusive right, which, at the time, was vested in Goodyear, and not of anything to which Day had a right without such grant. It was of the exclusive right which Goodyear then had to make "shirred or corrugated goods," with the license and privilege to do certain things, which would make that exclusive right more valuable; which certain things were, the use, in the manufacture of the "shirred or corrugated goods" to which the exclusive right had been conveyed, of any of the machinery or improvements mentioned and described in and secured by any of the letters patent; and the use also, in the manufacture of such "shirred or corrugated goods" to which an exclusive right had been conveyed, of any of the compounds, fabrics or ingredients mentioned or described in said letters patent.

The terms of the grant, therefore, taken in connection with the recitals in the preamble, without a resort to the subsequent portions of the deed to aid in their interpretation, import that what was granted was the exclusive right which Goodyear had by virtue of his patent of March 9, 1844, to make "shirred or corrugated goods," with the license and privilege to use, in the exercise and enjoyment of such exclusive right granted, certain other rights secured to him, to make that exclusive right more valuable. This was the extent of the grant, as it appears from the language of the granting clause. This was what the parties meant by the terms which they use so far as it respects "shirred or corrugated goods," that was the extent of the grant. The other patents of Goodyear were to be used only in the manufacture of the "shirred or corrugated goods," secured by the patent of March 9, 1844. There was no right given to use Goodyear's preparations and improvements in India-rubber no right to use the vulcanized rubber in the manufacture of any elastic articles, or elastic goods, or elastic cloths, except the "shirred or corrugated" goods made according to the shirred goods patent.

But, in giving an interpretation to a particular clause of a deed, we must look to every part of it, in order to ascertain whether such interpretation is the true one; to see if in this deed any more extended and enlarged meaning can be given to the terms "shirred or corrugated goods," as used in the granting clause, than we have already given to those terms, by the consideration of such granting clause, taken in connection only with the recitals in the preamble contained.

The deed contains several covenants on the part of Goodyear. One is "that said Goodyear will not hereafter grant any right, license or agreement to any person or persons, bodies politic or corporate, to manufacture, vend or use corrugated or shirred gooes, or to build, use or vend any of the aforesaid machinery, or to use any of his compounds in the manufacture of shirred or corrugated goods, and will not himself manufacture or import any corrugated or shirred goods; and in case of a violation of this section, (of the deed,) then the covenants of said Day, hereinafter contained, shall not be binding on said Day." The covenants of Day here referred to were, that he would pay tariff and do other acts. It is *claimed* that this covenant is inconsistent with the construction already put on the granting clause, and consistent only with the construction given to it by the complainants

This covenant was entered into for the purpose of relieving Day from the obligation of his covenants, in case Goodyear should do certain things, the doing of which would be in violation of the right granted. It was designed more effectually to secure Day, in the exclusive right granted. The terms "shirred or corrugated goods" are used three several times in this covenant. It is insisted that, as used in the two last instances, their meaning is different from that intended for them as used in the first part of the covenant; that in the last two instances they mean "shirred or corrugated goods" made in a different manner from those manufactured according to the patent of March 9, 1844; that they mean all India rubber goods when made by combining threads or strands of vulcanized rubber with some textile material; and that such latter goods were comprehended in the terms "shirred or corrugated goods."

It is admitted that the meaning of the terms as used in the first part of the covenant is "shirred or corrugated goods," made according to the patent of March 9, 1844. The argument is that the first part of the covenant is, that Goodyear would not license any one to make corrugated goods according to his patent; that that was sufficient to protect Day in the use of the vulcanized rubber in manufacturing according to that patent, and that the latter portion of the covenant was intended to prevent Goodyear from licensing any one to use his vulcanized rubber and compounds in the manufacture of other kinds of India-rubber goods made by combining threads or strands of India-rubber with some textile material.

After the most attentive consideration, we cannot discover anything in this covenant inconsistent with the construction which we have put upon the granting clause. All its provisions are consistent with such construction. There are in the covenant four several stipulations on the part of Goodyear.

First—That he will not grant any right or license, to any one, to manufacture, vend or use "shirred or corrugated goods." This confessedly refers to the exclusive right, which, at the time the deed was executed, Goodyear had to the "shirred or corrugated goods" made according to his patent of March 9, 1844.

Second—That he will not grant any right or license to any one to build or use any of the machinery mentioned in the granting clause. There was no machinery mentioned or alluded to, except the machinery used to make "shirred or corrugated goods," according to the shirred goods patent. This stipulation also confessedly refers to the goods made according to that patent.

Third—That he will not grant to any one the right to use any of his compounds in the manufacture of "shirred or corrugated goods." The assignment of the right to make "shirred or corrugated goods," according to the patent of March 9, 1844, did not carry with it any new right secured by the patent of June 15, 1844. The rights secured by the latter patent were distinct from, and independent of, any rights secured by the former. The first stipulation had reference to the former patent, and the former patent only. In that stipulation the use of the latter patent was not included. The object of the parties was, as is confessed, to secure to Day, the grantee of the former patent, in the manufacture of the goods secured by that patent, the further exclusive right to use the latter patent. And the intent of the parties in making this latter stipulation was to secure that object. There is nothing in this stipulation to show that it had reference to any other object.

Fourth—That he (Goodyear) would not manufacture or import any corrugated or shirred goods. There is nothing in this stipulation to show that these terms were used in any different sense than that given to them in the other stipulation. To apply them in this stipulation, as meaning elastic woven goods, would lead to this result: If Goodyear should manufacture or import elastic woven goods, composed of threads or strands of common gum, which everybody has a right to manufacture and import, and which never were a subject of controversy before the settlement which resulted in the grant in question, then all the covenants which Day had entered into would be discharged.

Another covenant on the part of Goodyear [illegible] Horace H. Day, his representatives and assigns, shall have and enjoy the like full, free and exclusive license and privilege to make and use, in the manufacture of shirred or corrugated goods, any improvements made, or to be made, by said Goodyear, [illegible] which he, his representatives or assigns, may be [illegible] the holders or owners, for which patents have or shall be obtained which relate to shirred or corrugated goods, or the machinery for preparing, making the same, or the composition, stuff or fabric of which they may be composed, or the machinery for preparing or finishing such composition, stuff or fabric; and also the right to use such composition, stuff or fabric in the manufacture of all the articles in the grants above enumerated." And claimed that the provisions in this covenant are inconsistent with the views we have already taken of the rights granted to Day.

The subject matter of the grant in the first [illegible] was an existing thing, to which Goodyear had an exclusive right, and certain rights to other existing things, the use of which would make the enjoyment of the grant more valuable. The provision as to the future inventions, improvements or patents of Goodyear, secured to Day, the use of them only, as to the shirred or corrugated India-rubber goods, and the hose, air-beds, air-pillows, Day's patent boat, and Griffith's patent cotton-floater.

After a full and careful consideration of this covenant we can discover nothing in it inconsistent with the construction put upon the granting clause. By the "shirred or corrugated goods" mentioned in this covenant, are meant the "shirred or corrugated goods" to which Goodyear had an exclusive right; such as were made according to the patent of March 9, 1844; and the "composition, stuff or fabric" mentioned refers to the material of which "corrugated goods," made according to that patent, might be composed.

The first covenant on the part of Day is, that he will pay to Goodyear a tariff of three cents per square yard for all shirred or corrugated goods to be made or used by him during the term of said patents, (the four mentioned in the recital to the deeds,) or any of them, or of any renewal or extension thereof, or of any new patent taken out on the surrender of an old one. Then follows this stipulation: "It being understood and agreed by the parties that all shirred or corrugated goods of any kind, made or used by said Day or his assigns, shall be considered as made and used under this agreement, and subject to said tariff or assessment; excepting from the operation of this clause, however, all shirred or corrugated goods made with strands or threads of native or common gum, when such goods may be manufactured by said Day for the purpose of competing with such goods; and when so made by him for such purpose he shall not be liable to pay any duty or assessment thereon."

In order to put a proper construction upon the stipulations contained in this covenant, and to understand their true meaning, they should be considered in connection with a covenant on the part of Goodyear, in which he agrees that he "will, at his own expense and cost, prosecute all and every person, or persons, or bodies corporate, who shall infringe to the injury of said Day in the use of the privilege hereby granted and conveyed, all or any of the patents above enumerated or referred to, by the manufacture or sale of shirred or corrugated goods; and that he will, with all due diligence carry on such prosecutions to final judgment against each and every violator of the same, or until it shall be judicially and beyond appeal decided that said patents so violated as aforesaid are not valid in law."

It is claimed by the complainants that this covenant on the part of Day, when taken in connection with this latter covenant on the part of Goodyear, clearly shows that the parties were dealing with woven goods, or some species of goods not made under Goodyear's shirred goods patent; particularly when those two covenants are considered in connection with another covenant wherein it is mutually agreed that in the event of any other person manufacturing, or importing, or selling shirred or corrugated goods, except such shirred goods as are made with strands or threads of native or common gum, such as is generally used by woven suspender makers, and thereby materially impairing the profits which would accrue to Day when in the exclusive enjoyment of the privileges granted, that then the tariffs agreed to be paid are to cease.

There was granted the right to at least two kinds of "shirred or corrugated goods."

First—The right to make such goods according to the Goodyear patent, when the strands or threads of rubber were of native or common gum. And second, the right to make such goods according to such patent, with the additional right to use in the making of them strands or threads of vulcanized rubber, prepared according to the patent of June 15, 1844. There was also an additional right to use the patented machine to make such goods. These the defendant claims were all the rights conveyed by the first granting clause.

At the time of the grant, India rubber woven elastic goods, with strands or threads of common rubber, and which the complainants claim were included under the name of "shirred or corrugated goods," could be made without infringing on the patent of March 9, 1844. The exclusive right to make said woven goods was not in Goodyear to grant. The right was in the public.

From the covenants last above recited, it appears, First, that Day was to pay tariffs on all "shirred or corrugated goods" included in the grant, or attempted to be included. Second, that Goodyear was to protect Day in the enjoyment of all rights which had been secured to him by patent, and granted to Day, and if he did not, his right to tariff on all goods made should cease. Third, that sometime during the continuance of the grant, it might so happen, that Goodyear would not have it in his power to protect Day in the exclusive right to manufacture a kind of "shirred or corrugated goods" which were composed of threads or strands of common rubber, and upon which Day had agreed to pay tariff. Fourth, that in the latter event Day was to protect himself, and that when he did so protect himself, by the manufacture of such goods to compete with the like kind of goods in the market, he should not pay tariff on such goods so made for such purpose, although he should continue to pay tariff on the other kinds of goods made in pursuance of the grant.

Taking the stipulations in these several agreements in connection with each other, it is argued by the complainants, that the parties were treating about other goods, under the name of "shirred or corrugated goods" than such as were made according to the Goodyear Patent; that Goodyear could protect Day by suits and by injunctions, so that he could have the monopoly in the market of such goods as were made according to the patent; and as, during the period of the grant, it might so happen that there would be a kind of "shirred or corrugated goods" made of threads or strands of common rubber, upon which Day was to pay tariff, brought into the market, which would not be in violation of the patent of Goodyear of March 9, 1844, against which Day could not be protected by Goodyear, but could only be protected, if protected at all, by competition, that such kind of goods were, therefore, different from goods made according to Goodyear's patent; that they were woven goods, or elastic rubber goods, composed of strands or threads of rubber, however made; and that, by the understanding of the parties, as shown in the deed, the deed was intended to secure to Day the privilege to make this latter kind of goods under the name of "shirred or corrugated goods," with the exclusive right to use, in the making of the same, the vulcanized rubber patent, as well as the right to manufacture according to the shirred goods patent.

The argument is plausible, and, if sound, would tend strongly to show, that the view we have taken of the rights conveyed by the granting clause, is too limited.

The deed now under consideration was executed after a long conflict between the parties, as to the rights which were secured to Goodyear by his Patents. The stipulations contained in it, were entered into (Day recognizing the rights of Goodyear in the matters in controversy) with a view to a settlement of the controversy, and to transfer to Day certain rights which Goodyear had by virtue of his patents. The right to make elastic India Rubber cloth, composed of threads or strands of common rubber, by whatever name called, when the same was not made according to Goodyear's Patent of March 9, 1854, had not been in controversy. There was nothing to settle about that right. Day had as much right in this respect as Goodyear had. The argument assumes, that for the making of this kind of goods, to manufacture which Day had as much right as Goodyear, Day agreed to pay a tariff; that the goods thus manufactured therefore shall be considered as being manufactured under the deed, by the name of "shirred or corrugated goods," and as such liable to pay a tariff, except when they might be manufactured by Day for competing with such goods, thrown into the market by others.

The grants under the deed were for the longest period during which any of the four patents was to continue, and for the additional time that any of them might be extended. Day was to have the benefit of all or any of them, and was to pay the tariffs as agreed, so long as he had the benefit of any one of the patents, though the others had expired by lapse of time and had not been extended. The tariff was to be paid in consideration of benefits received and enjoyed; and the argument of the complainants leads to this result. If the shirred goods patent had been extended, and the vulcanized patent had not been, then if Day did what anybody else had a right to do without any permission of Goodyear, viz., make elastic woven goods, or any kind of elastic india rubber goods or elastic rubber cloths, (provided it was not made according to the shirred goods patent,) with threads or strands either of common rubber or vulcanized rubber, he would be obliged to pay the tariff. Protection to Day in the rights for which he was to pay tariff, was one great object of the deed. He could not in the case supposed be protected by Goodyear, for the making of such goods would not be in violation of any patent. And he could not protect himself by competition so as to avoid the payment of the tariff, as it respects the goods made with strands or threads of vulcanized rubber, for the stipulation in regard to protection by competition is limited to such goods as are made "with strands or threads of native or common gum." He would, therefore, be obliged to pay tariff, although he was not protected by Goodyear, and was without the power of saving himself from the payment of such tariffs, by manufacturing for the purpose of competing with such goods.

A more satisfactory construction can be put upon the stipulations in the covenants just referred to—one that will make such covenants entirely consistent with the views already taken of the rights conveyed by the granting clause, and inconsistent with the views taken of such clause by the complainants. The parties were providing in the stipulations not only for a state of things which might exist during the then existing patents, but also for a state of things which might exist when one of them should be extended and the others have expired;—when the vulcanized patent might be extended and the shirred goods patent have expired, and also when the shirred goods patent might be extended and the vulcanized patent would have expired.

They contemplated a state of things which at present exists, when the vulcanized patent has been extended, and when all the other patents have expired. This being the state of things, the shirred goods patent having expired, every one now has a right to make "shirred or corrugated goods," composed of "threads or strands of native or common gum." But no one except Day has a right to make such goods of "threads or strands" of vulcanized rubber prepared according to Goodyear's patent of June 15, 1844. Now there is a state of things which the parties foresaw when they executed the deed and incorporated in it the above covenants, and which they, by said covenants, provide for. Day now has an exclusive right to make "shirred or corrugated goods," according to the directions given in the patent of March 9, 1844, when the rubber strands or threads are composed of vulcanized rubber; and Goodyear having a patent for vulcanized rubber must protect him in that right. If he does not, the obligation on the part of Day to pay tariff ceases. Day holds now no exclusive right to make shirred goods according to Goodyear's patent with threads or strands of native or common gum, but has a right to make such goods in common with any one else; and he is obliged to pay tariffs for making such goods "with native or common gum" during the existence of the extended vulcanized patent, for he so contracted by the deed, unless, in the language of the deed, "such goods be manufactured by said Day for the purpose of competing with such goods, and when so made by him for such purpose he shall not be liable to pay any duty or assessment thereon." The vulcanized patent is now in existence; Day can now be protected by Goodyear, when that patent is violated by the use of vulcanized rubber in the manufacture of "shirred or corrugated goods." The shirred goods patent has expired; when such goods are now to be made with "threads or strands of native or common gum" Day cannot be protected by Goodyear against the manufacture of such goods. But if he makes such goods for "the purpose of competing with the same goods" in the market, according to the stipulations in the deed above referred to, he is not liable to the payment of tariffs thereon.

On the 5th day of November, 1846, there were "articles of agreement" entered into between the parties, under their hands and seals, additional or supplemental to the articles in the first deed, which articles in the first deed were to be construed and governed by the articles in the deed of the said 5th of November, wherein they differed or were inconsistent, but in all other respects the first deed was to remain in full force. By the deed of the 5th November, it was stipulated that Goodyear should procure and cause to be assigned to Day to be canceled, the three several licenses to Hutchinson & Runyon, to Ford & Co., and to Onderdonk & Letson, which, by the first deed, he was excused from doing.

And there is a stipulation that the reassignment of said three licenses to Day should be a condition precedent to the performance of any part of the covenants by him.

In these last mentioned articles there is also a covenant by Day, that while Goodyear protects him, Day, "in the exclusive right to manufacture and vend shirred or corrugated goods," he, Day, will refrain from doing certain things therein mentioned, thereby showing that what the parties meant by the terms "shirred or corrugated goods" was, the exclusive right which Goodyear had to manufacture and vend such goods, under his patent, referred to in the recitals of the deed first executed; for Goodyear could not protect Day in such exclusive right unless he had in him such exclusive right.

The second deed, executed by the parties on the 5th day of November, A. D. 1846, was entitled "memorandum of agreement," and was to be auxiliary to the two other deeds before mentioned. It contained a stipulation for "a release from the Naugatuck Company of the right or license to make any articles which by said before-mentioned agreements Day is licensed to make." After Goodyear had obtained his vulcanized patents, namely, on the 15th day of June, 1844, by a deed executed between him and the Naugatuck India-rubber Company, dated July 18, 1844, for certain considerations in the deed named, he granted unto said Company the full and absolute license to use any and all of his preparations of India-rubber and improvements in the preparation of India-rubber, for manufacturing cloth or any other article of merchandise, or any articles to which the same may be applicable, for and during the unexpired term or terms of any patent or patents or renewals of patents owned by him, or in which he may have an interest issued or to be issued. This absolute and full license to the Naugatuck Company was also an exclusive one. Goodyear covenanting that he would not grant to any other person a right or license to do what he had granted to the Naugatuck Company a license to do. There was reserved, however, in Goodyear the right, after the 20th of July, 1844, to sell for a stipulated sum or price in gross the exclusive right of making, using and vending his said preparations and improvements for any specific purpose; provided that before such sale the Naugatuck Company should have the preemptive right to become the purchasers, at and for such stipulated price or sum in gross.

Before this deed to the Naugatuck Company, namely, on the 24th of May, 1844, which was prior to the issuing of the vulcanized patent, Goodyear had assigned to D. L. Suydam the two patents for shirred goods—the patent for the manufacture and the patent for the machinery. This assignment was only for the time the patent had to run, and not for any extended term. The right acquired by Suydam, under this assignment, was conveyed back to Goodyear by deed bearing date the 10th day of May, 1845.

There were certain exceptions in the deed of Goodyear to the Naugatuck Company, which limited the operation of the grant of "the use of any and all his (Goodyear's) preparations of India-rubber and improvements in the preparation of India-rubber for manufacturing cloths or any other article of merchandise, or any article to which the same may be applicable," to such articles as were not excepted. These exceptions were of the right to use said improvements in the manufacture of "napped cloths, coats, capes, mittens and gloves," which were excepted during the whole period of the grant. The right to use such preparation in the manufacture of India-rubber shoes, which was excepted for a specific time. After the expiration of such specific time the right to use said preparation in the manufacture of such shoes was to be in the Naugatuck Company. The right to use the preparation of vulcanized rubber in the manufacture of the shirred goods, made according to the shirred goods patent of Goodyear, was also excepted so long as Suydam had the exclusive right to manufacture such goods. This latter exception is as follows: "And whereas the said Goodyear has heretofore sold to D. L. Suydam, of New-York City, the right to manufacture shirred goods, the said right is hereby excepted from the operation of this instrument, in addition to the exceptions above-named."

By this deed the Naugatuck Company had no exclusive right to any of the cloths or other articles to be manufactured, whether the cloth was "shirred or corrugated," or not, unless Goodyear's preparation and improvements of India-rubber were used in such manufacture. They had by the grant an exclusive right and license to the use of the preparation and improvements of India-rubber in any article to which the same was applied, with certain exceptions.

It is important that it should be understood, what rights the Naugatuck Company obtained by virtue of this deed, in order that we may understand what Goodyear and Day meant should be done when they provided in the deed, entitled "memorandum of agreement," that "a release from the Naugatuck Company of the right or license to make any articles, which by said before mentioned agreement Day is licensed to make, shall be obtained and assigned to said Day, simultaneously with the execution of said articles." This is important as the complainants claim, that it appears from the covenant in the "memorandum of agreement" referred to, in reference to a release from the Naugatuck Company, and the manner in which it was executed, that a more extended meaning should be given to the terms "shirred or corrugated goods," than has been given to them when considering the granting clause of the deed first executed by the parties.

It should be borne in mind, that in that deed, Goodyear, in addition to the rights which he granted to Day, in reference to "shirred or corrugated goods" also granted him the exclusive right, license and privilege to use his compositions and fabrics, secured to him (Goodyear) by his vulcanized patent, "in the manufacture of India rubber hose, of the kind patented by said Day; air beds and air pillows of all kinds; Day's patent boat; Griffith's patent cotton floater, and Day's patent chairs and settees." At that time the exclusive right to use Goodyear's vulcanized Rubber and preparations and improvements, patented, in the manufacture of these articles, was in the Naugatuck Company. Consequently this latter right conveyed to Day would be of little if of any avail, unless a release was obtained from the Naugatuck Company. Goodyear therefore in that original deed, after having made the grants contained in it, covenanted that he would at his own cost and expense repurchase and cancel all assignments and licenses which had been before made by him touching the rights granted, except the three licenses to Hutchinson & Runyon, to Ford & Co., and to Onderdonk & Letson, so that Day should have the full benefit of the grant.

By that covenant (although the name of the Naugatuck Company is not mentioned) he, in effect, stipulated that he would obtain from that Company a release of the right which they had to use his patented preparations and improvements, in making any of the articles which Day was licensed to make. The covenant, in the "memorandum of agreement," was not more extensive than the covenant in the original deed. It did not require Goodyear to obtain of the Naugatuck Company as much as he was required to obtain by the covenant in the original deed. By the covenant in the original deed, Goodyear obligates himself to obtain from the Naugatuck Company the right which they had to use his vulcanized rubber in the manufacture of "air beds and air pillows." By the "articles of agreement," executed Nov. 5, 1846, the grant, so far as it respects "air beds and air pillows," was annulled. And the principal object which the parties had in view in entering into the stipulation referred to in the "memorandum of agreement," must have been so to limit the duty which Goodyear was under by his covenant in the first deed, as to free him from the obligation to procure a release from the Naugatuck Company of the right to use vulcanized rubber in the manufacture of "air beds and air pillows." There is nothing in either of these covenants to show what was meant by the parties, by the terms "shirred or corrugated goods."

But it is insisted by the complainants, that these covenants should be taken in connection with the release and assignment executed by the Naugatuck Company to Goodyear, of a license to use his preparations and improvements, his vulcanized rubber in the manufacture of corrugated goods, which license so released and reassigned was, at a subsequent period, transferred to Day to be canceled, and was by Goodyear and Day canceled. The release was executed by the Naugatuck Company on the 7th of December, 1846, after all the deeds relating to the grants to Day were finished and completed by delivery. After it was delivered by the Company to Goodyear, it was by him delivered to Day, on the 19th of February, 1847.

The evidence derived from this release to Goodyear, to show what was meant by the term "shirred or corrugated goods," as used in the deed of grant, is extraneous from the deed. It is evidence subsequent to the execution of the deed, to show what the parties then admitted was the import and meaning of the terms "shirred or corrugated goods," at the time they were used in the deed.

This evidence is legitimate for this purpose, as other acts and admission of the parties which took place subsequent to the execution of the deed, such as the facts that Day never paid tariff for the manufacture of any corrugated goods, except such as were made according to the patent of March 9, 1844; that Goodyear always collected tariffs for woven goods manufactured by other parties, and the numerous other acts and admissions testified to in the many affidavits which have been produced, which go to show that, when the deeds were executed, the parties understood by the terms "shirred or corrugated goods," only such goods as were made according to the shirred goods patent. These extraneous facts are all proper to aid the Court in ascertaining what the deeds really mean, when there are difficulties in interpreting their language, in consequence of ambiguities in the terms used. But when there are no such ambiguities such evidence is not resorted to. When there are no difficulties in interpreting the language used, the deeds must speak for themselves.

But we feel disposed, in order to see whether there is anything in the release from the Naugatuck Company inconsistent with the construction we have given to the granting clause of the deed, to consider the release separate and distinct from the other acts and admissions of the parties, which took place subsequent to the execution of the deed, and as if it formed a part of the deed, and looking at it so separate and distinct, and as if it were a part of the deed, we will give it our attention.

The release of the Naugatuck Company, reassigned and transferred to Goodyear, all the right, license and privilege which the company had, *claimed*, or possessed under the indenture of July 18, 1844, or by any other means whatsoever, "to use in the preparation of any shirred or corrugated goods, or of India-rubber pipe, such as is used by Horace H. Day in his patent hose, Day's patent life-chair and settee, and Griffith's patent cotton floater, and Day's patent boat, any of the improvements by said Goodyear claimed by any patent whatever, or of which he may be the inventor or possessor; and also any right which, by the means aforesaid, *or otherwise, howsoever* the said Naugatuck India-Rubber Company may have to manufacture shirred or corrugated goods, or said India-rubber pipe, such as is used by Horace H. Day in his patent hose, Day's patent life-chair and settee, and Griffith's patent cotton floater, and Day's patent boat."

The argument is, that this release, made in pursuance of the requirements of the covenant in the deed contained, purported to transfer to Goodyear, a right which the Company then had, "to use in the preparation of any shirred or corrugated goods" any of the improvements of Goodyear, claimed by any patents; also any right which they have, either by such means, *or otherwise*, to manufacture shirred or corrugated goods," that the Company, then, had no right either to use in the preparation of the shirred goods, made according to the patent of March 9, 1844, any of the improvements of Goodyear, claimed by patent, or to manufacture such goods according to said patent, and that, therefore, the right purported to be reassigned was some other right; and that such other right was the right to use said improvements of Goodyear, claimed by patent in the manufacture of elastic rubber goods, or articles not made according to the patent of March 9, 1844, which right then was in the Naugatuck Company, and that elastic-woven rubber goods were included in and covered by the terms "shirred or corrugated goods."

It is apparent, from the indenture entered into on the 18th day of July, 1844, between Goodyear and the Naugatuck Company, that the object of Goodyear was to divest himself of all right which he then had to use any and all his preparations of "India-rubber, and improvements in the preparation of India-rubber, for manufacturing cloths or any other article of merchandise, or any article to which the same may be applicable, for and during the unexpired term of all patents issued to him, bearing any date whatsoever, and for and during the unexpired term of any other patent or patents, or renewals of patents, owned by him, or in which he may have an interest," and to vest the whole right he then had to such use in the Naugatuck Company. His object was to give up all right to such use, and substitute the Naugatuck Company in his place, they performing certain things as a consideration for such substitution. This being the object of both parties to the indenture, as is manifest from the indenture itself, such a construction should be put upon the instrument as will carry out that object.

The exceptions in the indenture in favor of third persons, by which the operation of the general term of the grant is somewhat limited, were not made for the purpose of reserving in Goodyear any portion of the right granted, and which, without such exception, would seem to be included in the general terms of the grant. The general terms of the grant are "A FULL AND ABSOLUTE LICENSE to use the thing granted, for manufacturing cloths or any other article of merchandise, or any article to which the same may be applicable." Goodyear gave the Company the right to use vulcanized rubber in the manufacture of cloths and any article to which it was applicable; and as it was applicable to his patented shirred goods under the description of "cloths," and also under the description of "articles of merchandise," &c., he thereby gave the Naugatuck Company a right to use threads or strands of vulcanized rubber in the manufacture of his patented shirred goods. But this they could not do so long as Suydam had the rights granted to him; so long as his grant was in force. He had the exclusive right to manufacture "shirred or corrugated goods," according to the Patent of March 9, 1844, for the unexpired term of that patent, with the privilege to use for said unexpired term Goodyear's other improvements in such manufacture.

But this did not include the whole right which Goodyear had to the use of his vulcanized rubber in the manufacture of the goods made according to the shirred goods patent. A valuable right still remained in him. It is necessary therefore to look at the exception to see if that right was reserved to him, for if it were not so reserved, it passed to the Company by the terms of the grant.

That exception we here again extract: "And, whereas, The said Goodyear has heretofore sold to D. L. Suydam, of New-York City, the right to manufacture shirred goods, the said right is hereby excepted from the operation of the instrument, in addition to the exceptions above mentioned." Nothing is here reserved in Goodyear. Something is excepted in favor of Suydam. The "said right" is hereby "excepted." What is the "said right" which is so excepted from the operation of the general terms in the granting clause? The "said right" which Goodyear has heretofore sold to D. L. Suydam, and nothing more. It is therefore in this connection necessary to see what was sold to Suydam; and when we have ascertained that, we shall know what was the limitation and exception to the general terms of the granting clause.

We have already shown what was sold to Suydam. His rights under the grant from Goodyear would expire on the 9th day of March, 1858. They could continue no longer.

The grant to Day was for the unexpired term of any of the patents enumerated, and for all renewals and extensions of the same. It was, therefore, at all events, to continue until the 15th day of June, 1858; and, as the vulcanized patent has been extended, the term of the expiration of the grant is not until the 15th of June, 1865. The grant to the Naugatuck Company was also for and during the unexpired term of all patents issued to Goodyear, bearing any date whatsoever, or owned by him, or in which he may have an interest, whether issued or to be issued, and for any extensions of the same. It is claimed by the complainants that the grant in the Naugatuck Company was not for any extended term. When we come to the consideration of another point made in the case it will be shown that this grant carried the extended term.

The defendant claims that when Suydam, on the 10th of May, 1845, reconveyed to Goodyear the right which he had, Goodyear received the reconveyance in trust for the Naugatuck Company, and that from that time the right of the Company to use the vulcanized rubber in the manufacture of "shirred goods" made according to the shirred goods patent, commenced and was vested. But the necessities of the case do not require a determination of the latter question.

From what has been made to appear, it is manifest that at the time of the release executed by the Naugatuck Company, they had a right to the use of the vulcanized rubber "in the manufacture of such shirred or corrugated goods as should be made according to shirred goods patent, after the 9th of March, 1858," which right it was important to Day to have canceled, in order that he might have the full benefit of his extension grant, and that the release was obtained from and executed by the Naugatuck Company, with the view, among other things, that they might be divested of this particular right, and that the same might be canceled, so that Day should have the full benefit of his grant.

In the investigation of the question submitted for decision, we have had occasion to examine with much particularity eight several deeds executed by Goodyear, namely: the deed to the Naugatuck Company, to Hutchinson & Runyon, to Ford & Co., to Onderdonk & Letson, and the four deeds to Day—the one to the Naugatuck Company having been executed after Goodyear was divested of the right which he granted to Suydam to make "shirred or corrugated goods," and the remaining seven having been executed after he was reinvested in the right which he had so granted to Suydam. When the deed to the Naugatuck Company was executed, he had a right to convey to them the exclusive right and privilege he thereby granted. The terms used in the deed did carry that exclusive privilege; and they were sufficient to carry the whole and exclusive privilege to use such preparations in the manufacture of corrugated goods or cloths made after his shirred goods patent, and would have carried such whole privilege if a prior right had not been outstanding in favor of Suydam. Therefore the exception in the deed. And the question forcibly suggests itself to the mind, Why, if Goodyear intended, in the deeds to Hutchinson & Runyon, to Ford & Co., to Onderdonk & Letson, and to Day, to convey a license to use vulcanized rubber in the manufacture of elastic woven rubber goods, he did not use the terms which he used in the deed to the Naugatuck Company, instead of using the terms "shirred or corrugated goods?" The reason is obvious. It is because he had no right to convey a license to use his vulcanized rubber in the manufacture of elastic woven goods, the entire and exclusive right to them being in the Naugatuck Company. But as at the dates of these seven deeds, he had the right to the "shirred and corrugated goods" granted to Suydam, with the right to use in the manufacture of such goods his preparations; the rights granted to Suydam, having been conveyed back to him, he intended in these seven deeds to grant them a new extension. This was all the right granted so far as it respects "shirred or corrugated goods." The licenses to Hutchinson & Runyon, Ford & Co., and Onderdonk & Letson, were free licenses to be enjoyed, connectedly or separately. The grant to Day of the 29th of October, 1846, was of an exclusive right, but subject to the right previously granted to the last-named firms; which last mentioned rights, by the articles of agreement entered into on the 5th day of November, 1856, were by Goodyear to be canceled, as a condition precedent to the right to hold Day to the covenants which he had entered into.

If there were any doubt as to the meaning of the terms in question, as understood by the parties at the time the agreement of the 29th of October, 1846, was entered into, and as used by them in that agreement, such doubt would be removed by a consideration of the deed of the 5th of December, of the same year. This last-mentioned agreement was executed by both Goodyear and Day, under their hands and seals. It was made after the several free licenses, which had in the year 1845 been executed to Hutchinson & Runyon, to Ford & Co., and to Onderdonk & Letson, were delivered up to be canceled, and the very day they were canceled, at a time when, after the cancellation, there were no outstanding licenses in favor of any one of them to manufacture "shirred or corrugated goods," according to the patent of March 9, 1854, the grant to Suydam before then having been reassigned to Goodyear.

It appears expressly by the first deed executed on the 5th November, 1846, and entitled, "Articles of Agreement," that such articles were to be additional or supplemental to the articles entered into on the 29th of October, of the same year, which articles, in the deed of the earlier date, were to be construed and governed by the provisions in the subsequent "Articles of Agreement," wherein they might differ or be inconsistent; but in all other respects were to remain in full force. And it appears expressly by the second deed of the said 5th of November, and entitled, "Memorandum of Agreement," that it was to be auxiliary to the two preceding deeds. And it is to be inferred that this deed of the 5th of December was executed for the same purposes for which the two deeds of the 5th of November were executed. It was made for some purpose, and if it were not made to place the subject of the grant beyond all doubt and dispute, it is difficult to conceive of a reason why it was made; for in it there are no additional grants made, and no additional covenants on the part of Goodyear; and by it Goodyear was not absolved from any of the covenants which he had previously made. Day entered into no new covenant, and was not absolved from any of the obligations of the covenants previously entered into.

The agreement of the 5th of December recited, that Goodyear was the owner of the four several patents already mentioned, and possessed the sole and exclusive right to the same so far as relates to the use of all or any of the patented articles, in the preparing and manufacturing shirred or corrugated goods, except the three said several licenses for the same, which were simultaneously therewith to be assigned to Day to be canceled. It also recited, that Goodyear had agreed to assign to Day the "sole and exclusive right to make, vend and sell to others, shirred or corrugated goods." This is its exact language, and is substantially the same as that used in the granting clause of the deed of the 29th of October, 1846.

The object of this deed of the 5th of December, was to fulfill and carry into full execution the agreements which Goodyear had before made, to assign to Day the "exclusive right to make, vend and sell to others to be used, shirred or corrugated goods." Goodyear, in full execution of the agreement recited, granted and assigned to Day, and Day accepted, the sole and exclusive right, license and privilege for the whole of the United States to use the machinery in any of the recited patents described, and to make and vend the shirred or corrugated goods *in said patents mentioned*, and to use in the preparation thereof (namely, in the preparation of the shirred goods mentioned in the patent), the compounds and fabrics in the letters patent described, for and during the term of the patent, and of any extension thereof; and an exclusive license to use in the manufacture of the shirred goods specified, all improvements in the composition, fabrics or machinery mentioned, or new composition, fabrics or machinery made or to be made, and for which Goodyear then held, or might thereafter hold patents. It is clear that the only exclusive right to make "shirred or corrugated goods," granted and assigned by this deed, was the exclusive right to make such goods as are described in the patent of March 9th, 1844. The language of the grant is, "the shirred or corrugated goods in said patents mentioned." "There were no shirred or corrugated goods" mentioned in any patent except the patent of March 9th, 1844. The parties considered that a grant to make "shirred or corrugated goods" according to the patent of March 9th, 1844, was a complete fulfillment of an agreement to assign the exclusive right to "shirred or corrugated goods." It is very plain that the meaning of the terms "shirred or corrugated goods," as understood and used by the parties to this deed, was the elastic rubber goods manufactured according to the patent of March 9th, 1844, and in that patent denominated "corrugated or shirred India-rubber goods," and that no other kind of elastic goods was meant by the use of these terms.

But, before leaving this part of the case, it should be noticed, that the general conduct of the parties has been in accordance with the views taken by the Court of the agreements of 1846, and above set forth. Day, until a comparatively recent period, [the Fall of the year 1856,] never made any claim that this grant of right to "shirred or corrugated goods" included anything more than the right to any other than the shirred or corrugated goods patented by the patent of March 9, 1844, with the further right to use in the manufacture of the same the other patents. It is true that for a long period he was in conflict with Goodyear, denying the validity of Goodyear's patent, the validity of which, under his hand and seal, he had acknowledged; and denying, also, the obligation or binding force of the covenants which he had entered into. During that conflict he was manufacturing the "shirred and corrugated goods," after the manner of the patent of March 9, 1844, and was using in such manufacture, the prepared India-rubber, patented to Goodyear. He was also manufacturing elastic woven rubber goods not made according to the shirred goods patent, using in such manufacture Goodyear's prepared India-rubber. The open conflict between Goodyear and Day terminated in September, 1852. The decision of the Court in New-Jersey brought it to an end. That decision was that the patents of Goodyear were valid; that Day was bound by his covenants; that Day had no right to any use of the Goodyear patents, except what he acquired by virtue of the agreements between him and Goodyear, executed in 1846. Immediately after that decision Day abandoned the manufacture of elastic woven rubber goods, and sold out his looms for weaving the same. Soon after he transferred to the Congress Rubber Company all the rights which he had to make "shirred or corrugated goods," which rights subsequently became revested in him. And at no time from the decision of the Court in New-Jersey, until the Fall of 1856, did he or the Congress Rubber Company, which succeeded to all his rights, make any claim that Goodyear had transferred to him any other right than the right to make the "shirred or corrugated goods" described and mentioned in the patent of March 9, 1844, though during that period other parties were making and selling woven elastic goods containing India-rubber, cured or vulcanized according to Goodyear's Vulcanizing Patent, to compete in the market with the "shirred or corrugated goods" manufactured according to the Patent of March 9, 1844.

The deed of the 24th day of May, 1858, executed by Goodyear, purported, for the consideration of one dollar and other valuable considerations, received and to be received by him, as in said deed is provided, to sell and convey to Day, (with an agreement to confirm the same within three months from the 15th of June then next, by such further deed of conveyance as said Day might deem necessary,) the full, absolute and exclusive license, right and privilege to make, use and vend his (Goodyear's) invention of vulcanized rubber for the term of the then existing patent, and all extended or renewed terms of said patents as the same might or could be used in the manufacture of all braided, woven, cemented or sewed fabrics, or such as could be covered, or protected, on one or both sides, with substances other than rubber, and in all smooth, elastic shirred goods. And it was provided that the terms and conditions upon which the license was to be held and enjoyed as to bonuses, not exceeding in the whole the sum of $30,000, and the tariff not exceeding five cents a pound on the product should be fixed and determined by Nathaniel Hayward and Thomas A. Jenckes, whose award in the premises should be final, and should be made within three months from the 15th of June then next.

On this branch of the case two questions are submitted for consideration.

First—Is this deed sufficient to convey the equitable right which it purports to convey, (it being admitted that it did not purport to carry any legal right,) Hayward & Jenckes not being shown to have acted as in the deed is stipulated, provided at the time it was executed the equitable right which it purports to convey was vested in Goodyear?

Second—Was the equitable right which the deed purported to convey, at the time it was executed, so in Goodyear, that he could, without the concurrence of anyone else, in equity convey it? If either of these questions is answered in the negative, then this deed can have no effect in conveying the equitable right, purporting to be transferred.

We will first turn our attention to the second question.

Goodyear had the right to convey what the deed purported to transfer, unless he had, prior to its execution, parted with that equitable right. It is claimed by the defendant that before the execution of this deed, Goodyear did part with such right, to the Naugatuck Company, by the deed to them heretofore mentioned. It is also claimed that he parted with the right by other deeds, which have been produced in evidence. It will be sufficient to dispose of this question to consider only the deed to the Naugatuck Company.

That deed gave the right which it transferred, "for and during the unexpired term of all patents issued to him, bearing any date whatsoever, and for and during the unexpired term or terms of any other patent or patents or renewals of patents owned by him, or in which he may have an interest, issued or to be issued." If by the term "renewed" is meant "extended," and if the term is to be applied to patents "issued to him," then it will follow, especially as Day had full knowledge of the rights granted to the Naugatuck Company, Goodyear had no right to convey what the deed of the 24th of May purported to convey, and that Day, by that deed, acquired no new right which can be protected in a Court of Equity.

The parties appear to have used the term "renewed" as synonymous with the term "extended." Thus, in the deed of the 24th of May, 1858, the grant is, the use of the invention of vulcanized rubber, for the term of the then present patent, "and all extended or renewed terms of said patent." The then present patent was to expire within twenty-two days. There was an application then pending for an extension, which was afterwards granted. It is evident that the parties did not intend, by the term "renewed," to provide for a reissue of the then present patent, which would expire on the 15th of June, but that they did intend, by the term "renewed," the "extended" patent which had been then applied for. The Patent-Office also use the term "renew," as synonymous with the word "extend." Hence, in the extension of the vulcanized patent, which was made on the 14th day of June, 1858, the language of the Commissioner is: "I, Joseph Holt, Commissioner of Patents, by virtue of the power vested in me by the said acts of Congress, do renew and extend the said patent for the term of seven years from and after the expiration of the first term." The term "renewal" of patents was used in the grant to the Naugatuck Company. It was not necessary to carry the right to a reissued patent, for said right would be carried without it. Either this term, or some other term or terms synonymous with the word "extended," was necessary to carry the right in an extended patent; and to carry such latter right the term "renewal" was introduced into the grant.

The case of Wilson *vs.* Rosseau (4 Howard, 646) has been referred to, to show that the term "renewal" should not receive the construction which we have given to it. The question in that case arose upon the construction of a covenant executed on the 28th of November, 1829, that in case of "any improvement in the machinery, or alteration or renewal of either patent, such improvement, alteration or renewal shall inure to the benefit of the respective parties interested." At that time there was no law authorizing an extension of a patent beyond the original term of fourteen years. The first act that authorized an extension was passed in July, 1832. Subsequent to the passing of this act and the act of 1836 the patent was extended; and the question was, whether the extended patent was included in the terms of the covenant. The Court in giving their opinion, use the term "renewal" as synonymous with the term "extension," when they say that "at the time this covenant was entered into, there was no provision in the Patent laws authorizing an extension or renewal of the same beyond the original term of fourteen years. The first act providing for it was passed in July, 1832." The language of that act, in speaking of an "extension," is "to prolong or renew the term of a patent." And the language of the 18th section of the act of 1836, on the subject of the "extension" of a patent is, "that it shall be the duty of the Commissioner to renew and extend the patent." The Court in that case was "of the opinion that the covenant in question should be construed as having been entered into by the parties with reference to the known and existing rights and privileges secured to patentees under the general system of the government established for that purpose;" that the covenant was entered into "with reference to the established law" as it then was; and that the parties did not intend to provide for any possible change that might be made in the law. The Court therefore, in that case gave a construction to the term "renewal" with reference to the law as it then was, there being at that time no law with reference to the renewal or extension of patents.

It is claimed, also, that if by the term "renewed" was meant an extended patent, it yet did not mean the extension of a patent which *had been issued* to Goodyear, but only to an extended patent which was *owned by him, without* being *issued* to him. The language of the grant is: "For and during the unexpired term of all patents issued to him, bearing any date whatsoever, and for and during the unexpired term or terms of any other patent or renewals of patents owned by him, or in which he may have an interest, issued or to be issued." The grant was a right to the use of any renewed (or extended) patents, in which he (Goodyear) might have an interest, whether the patent which might be renewed, and in which he might have an interest, was then issued or might thereafter be issued. In this point of view, without taking any other view of the clause in question, the language of the grant is broad enough to include a renewal (or extension) of a patent issued to him. For "all patents in which he might have an interest," include a patent issued to him.

In the deed to the Naugatuck Company there is a covenant by Goodyear, as follows: "And the said Charles Goodyear does hereby, for himself, his heirs, executors, administrators and assigns, covenant and agree to and with the said Naugatuck India-rubber Company not to make, use or vend, or to grant to any other person or company whatever, any other license to make, use or vend said preparations or improvements in the preparation of India-rubber, or to apply the same to any of the purposes to which the same can be usefully applied, during the continuance of the license hereinbefore specified and granted to the Naugatuck Company." This covenant was subject to certain reservations.

The covenant admits that the rights granted by the license to the Naugatuck Company might come to an end before the expiration of right secured to Goodyear by patent, when Goodyear would be permitted to go on and make grants. And it is argued that if the license granted to the Company by the terms of the grant was to continue during the term of any extended patent, that Goodyear could not grant a right to use "said preparations" to any other person at any time; that there would be no time, after the time that the license to the Naugatuck Company was to continue, when grants to such other persons could be made unless such a construction is put upon the length of time that the grant to the Company is to be enjoyed, as will limit it to the unexpired terms of the patents then in existence, and will not extend it for the term of a renewed patent.

In the indenture entered into between Goodyear and the Naugatuck Company, there are several covenants on the part of the Company, which if they did not observe and perform the license was to be void and of no effect.

It is expressly provided that if the Company shall for the term of one year neglect or refuse, or be unable from want of means, to prosecute the business contemplated, or to stamp the articles manufactured, so that the object of the instrument should fail for said term of one year, then at the expiration of the year the license shall become and be void, and of no effect, after said year. When it thus becomes void, and of no effect, Goodyear would have the right to grant licenses to use "said preparations or improvements" named in the covenant to whomsoever he pleased.

When, therefore, the deed of the 24th of May, 1858, was executed, the license to the Naugatuck Company was in full force. While it remained in full force, Goodyear was precluded from the right to make such a license as the last-mentioned deed to Day purported to make. He had, indeed, the right to sell for a stipulated price, or sum in gross, the exclusive right of making, using and vending said preparations or improvements, or of applying the same, to or for any specific purpose or purposes, provided that before the sale, the Naugatuck Company should have the right to become the purchaser thereof at and for such price or sum in gross; and such sale to a third person could not be made, except on the neglect or refusal, as aforesaid, of the Naugatuck Company to become the purchasers thereof. Goodyear never attempted to exercise this latter right. At the time the deed of the 24th of May was executed, the Union Company had succeeded to all the rights which the Naugatuck Company had acquired from Goodyear. And on the 28th of September, 1858, the said Union Company, for the consideration of the gross sum of thirty thousand dollars paid to Goodyear, and of certain tariffs agreed to be paid, received a conveyance from him of a full and exclusive license, right and privilege, to use the invention of Vulcanized rubber, originally patented June 15, 1844, and extended for seven years from the 15th of June, 1858, in the manufacture of "all braided, woven, cemented or sewed fabrics, or such as are or can be covered or protected, on one or both sides, with substances other than rubber, and in all smooth elastic shirred goods; and also to make and sell India-rubber threads of vulcanized rubber, and all threads or sheets of rubber which are or can be made or finished by union with or are to be covered by fibrous substances."

Having disposed of this question, the necessities of the case do not require me to determine the other question, whether the deed of the 24th of May, 1858, is sufficient to convey the equitable right which it purports to convey, provided at the time it was executed such equitable right was vested in Goodyear. And this opinion has already been so extended that I must avoid the discussion of any questions which have been presented, the determination of which is not necessary to a just disposition of the case.

From these views, it follows that the motion for an injunction must be dismissed.

UNITED STATES CIRCUIT COURT—FEB. 16.

Before Judge Ingersoll.

The orders for injunctions in the Sewing Machine cases were settled and entered this morning, giving injunctions against the defendants without prejudice to their right to move to dissolve them.

Similar orders were also entered in eleven suits brought by the Grover & Baker Sewing Machine Manufacturing Company against different defendants for infringements upon their patents.

COURT CALENDAR—THURSDAY, FEB. 16.

SUPREME COURT—GENERAL TERM.—Nos. 49 to 52, 7, 54, 57, 6, 55, 58 to 61, 64, 4, 28.

CIRCUIT.—Nos. 277, 443, 1004, 644, 456, 530, 373, 198, 468, 153, 590, 235, 237, 255, 273, 279, 361, 365, 3-5, 423.

SUPERIOR COURT—TRIAL TERM.—Nos. 423, 3, 431, 441, 165, 852, 443, 447, 408, 311, 460, 455, 460, 463, 465 to 470, 872, (Rec. case,) 227.

COMMON PLEAS—*Part I.*—Nos. 683 to 686, 689 to 692, 694 to 697, 251, 615, 121. *Part II.*—Nos. 674, 247, 1194, 698 to 703, 705, 707, 268, 708, 202, 236.

SUPREME COURT—GENERAL TERM—FEB. 16.

Before Judges Roosevelt, Davies and Clerke.

William Hall et al. vs. *John Radway et al.*—Judgment dismissing the complaint affirmed with costs.

SPECIAL TERM.

Before Justice Ingraham

Armze Dodd, receiver, &c. vs. *Anastasius Nicholas.*—Motion denied with $10 costs.

Jette J. Ball vs. *Michael Ball.*—Referred to Samuel E. Lyon, Esq.

The Same vs. *The Same.*—Motion for alimony denied without prejudice to a renewal of motion if cause is not brought to hearing before referee.

In re Taxation of costs of Messrs. Kent and Daviss vs. Palmer, McKillop & Co.—Reference ordered to Alex. W. Bradford, Esq.

Herman Meyer et al. vs. *Philip Jacoby et al.*—Motion denied, $7 costs to each defendant to abide event.

Fredericke Waldhen vs. *Theodore Waldhen.*—Judgment for divorce granted.

Horace Cushington et al. vs. *Isaac Miller.*—Motion to change place of trial to the County of Wayne granted unless plaintiff serves in ten days a stipulation to admit that defendant was in possession of and claimed to own the property mentioned in defendant's affidavits, and that such property was of the value there stated. In such case motion is denied, costs of both sides to abide event.

Before Justice Davies.

The Attorney-General ex rel. Marsellas vs. *The Ministers, &c., of the Reformed Dutch Church.*—Motion to dismiss complaint granted, with costs.

Henry D. Parkman vs. *Edward T. Christianson.*—Case settled; all amendments allowed, except Nos. 26, 28, 31, 32, 33, 35, 53, 56, 58, 59, 60, 68, 84, 85, 86, 97 and 103.

CHAMBERS.

Before Justice Sutherland.

THE HARDENBROOK ARREST—DECISION OF THE COURT.

Matter of W. A. Hardenbrook.—This was an application on *habeas corpus* for the discharge of Mr. Hardenbrook, who was arrested while returning from a reference. He had attended on a previous day pursuant to a subpœna, and on the day of the arrest had attended by request of counsel pursuant to the adjournment of the cause. The facts were given at large in the TIMES of Jan. 25 and 29. The following is the opinion rendered yesterday denying the discharge.

SUTHERLAND, J.—The appearance of William A. Hardenbrook before the Referee, on the 21st January, 1859, as a witness in the action of Orr against Hardenbrook, was entirely *voluntary*.

He had been duly subpœned to attend as a witness in that action, on the 16th of December, 1858. He appeared on the 16th December, 1858, and his examination was commenced on that day but not closed; the case was adjourned to the 21st December, 1858, when his examination was continued, and he was dismissed from the stand as the referee certifies.

The case was then adjourned to the 5th of January, 1859, on which day the referee not appearing, the 21st January, 1859, was appointed by the referee or agreed upon by the parties for the next meeting. On the 21st January, 1859, Wm. A. Hardenbrook appeared, at the request of Mr. Cram, the counsel for the defendant, and was further examined. He was arrested at the office of Mr. Cram about an hour previous to his appearance before the referee on the 21st of January.

Without examining or expressing an opinion upon any other point raised on the argument of this matter, I am of the opinion that Wm. A. Hardenbrook could not claim the exemption from arrest given by 2 Revised Statutes, Sec. 51, to a witness, duly and in good faith subpœnaed.

This exemption from arrest is the mere personal privilege of the witness, which he can waive. 15 Barb. S. C. R., 28.

I think the statute only extends to the witness the exemption when he is attending under the compulsion of a subpœna; and as in this case Mr. Hardenbrook's attendance as a witness before the Referee, on the 21st of January, was entirely voluntary, he could not claim the exoneration from arrest given by the statute. His attendance on the 21st of January could not have been inforced by attachment.

Even before the Revised Statutes it would appear that the exemption of voluntary witnesses from arrest was confined to voluntary foreign witnesses. (Norris *vs.* Beach, 2 John R., 294; Sanford *vs.* Chase, 3 Cowen, 381; Hopkins *vs.* Coburn, 1 Wend., 293.)

In Massachusetts it has been held that it is only when the witness is compelled by due process of law to attend, that he is entitled to protection from arrest. (*Ex parte* Daniel McNeil, 6 Mass. Rep., 264.) The prisoner must be remanded to the custody of the Sheriff of the City and County of New-York.

SUPERIOR COURT—TRIAL TERM—FEB. 15.

Before Justice Slosson.

John A. Ryerson vs. *Robert J. Law.*—The plaintiff is owner of a livery stable in University-place. He let several horses to a party of gentlemen to go on an excursion to Williamsburg. The defendant, who is a mason, was making an excavation in Houston-street, from the sewer to a house. The riding party, returning through Houston-street, drove into the excavation, and two of the horses were injured. The action is for damages; and the question is, who is to blame—the defendant for not sufficiently guarding the hole, or the riding party for carelessness in driving. Monell & Willard for plaintiff; W. B. Aitken and Jas. W. Gerard for defendant.

Orphan Asylum vs. *Comasky.*—In this case the Jury this morning brought in a sealed verdict for plaintiff.

Before Justice Pierrepont.

William B. Scott vs. *Jonas T. Johnson.*—This is an action upon a note for $2,000. The defence is that the note was given to the International Insurance Company, and was indorsed by the President without the authority of a resolution by the Board of Directors. Verdict for defendant, subject to the opinion of the Court at General Term, with a stipulation that the Court may render final judgment for either party. Mr. Goddard for plaintiff; Mr. Carter for defendant.

Trial of Michael Forrest, for Murder—The Recorder and the Press.

COURT OF GENERAL SESSIONS.

Before the Hon. Recorder Barnard.

The Grand Jury appeared in Court yesterday morning, and presented a large number of indictments, among others, true bills against John Glass, James Glass, James Higgins, James Loftus, and John Quinlan, for the murder of Wilhelm Decker at the liquor-store No. 21 Elm-street, about three weeks since. It will be remembered that James Glass had been a constable of the Sixth Ward; that the outrage which the party committed on Decker's premises was of an aggravated kind, and that on being ejected one of them fired a pistol through the door, wounding Decker in so serious a manner that he shortly after died at the City Hospital. On the same night, they also killed a resident of Brooklyn, named Owens, who was transacting business in this City, and who, in passing along Elm-street, crossed the street to discover what was the difficulty at Decker's establishment. These fellows were not arraigned yesterday and it is unlikely that they will be tried this term.

Before the Grand Jury had retired the Recorder called the attention of the Court to certain articles which had appeared in the *Post* and *Express*, relative to the Colchester Bank defalcation, in which he was charged with going to Harlem, at the head of a body of men, and rescuing the alleged principal in that defalcation, Mr. S. T. Jones, from the custody of the Metropolitan Police. This statement, the Recorder described as wholly false, without the semblance or shadow of a foundation. It would be unnecessary for him to state that he knew nothing whatever of the matter until he read in the papers alluded to, to his utter astonishment, that he was charged with such a gross violation of the law. So far was it from being the truth, that, until Jones was brought to him at his rooms at the Metropolitan Hotel, his office being closed for the day, he did not know that there was any intention of conveying him, the said Jones, from the City. "I have invariably," added the Recorder, "passed over in silence and without notice every attack made upon me. This, however, is of so gross a nature, and so totally false and malicious, that I have instructed my attorney to commence proceedings, both criminal and civil, against the papers which published the libel." The Recorder's remarks occasioned some sensation in Court, and he was generally commended for his action in the matter. It is probable, however, that he will reconsider his determination. The papers in question, finding that they were led astray, have made the *amende*, and the false statement has been traced to one of the Detectives, employed to convey Jones to Connecticut.

John Brennan pleaded guilty to assault and battery. Being a noted scamp, he was sent to the Penitentiary for one year and sentenced to pay a fine of $500.

William Knight pleaded guilty to an attempt at grand larceny, and was sentenced to one year in the Penitentiary.

Michael Forrest, charged with murder, was placed at the bar. He is 20 years old,—has been in the Lunatic Asylum at Blackwell's Island, and had yesterday in Court a wild appearance about the eyes. On the 8th of December last, between the hours of two and three in the afternoon, Forrest was at the liquor store of Mr. Purcell, corner of West Broadway and Worth street, accompanied by Christopher Goff. They had a dispute; Goff slapped Forrest in the face, and after making a noise in the store, Forrest ran out upon the sidewalk, closely followed by Goff. There they had another fight, when Forrest, drawing a knife from his pocket, stabbed Goff in three places. While the wounded man was being taken to the City Hospital he died. The following portion of the testimony taken yesterday will further explain the case:

Patrick Maroney, examined by the District Attorney—I reside at No. 64 West Broadway, corner of Worth-street; I was there on Dec. 8, between 2 and 3 o'clock in the afternoon; Forrest and Gott were there; I was attracted by a noise between them; there was a screen in the back part of the store, which prevented my seeing them; they ran out to the street; I did not see any of the difficulty outside; a man named Hoffman was in the store.

Cross-examined by Mr. Anthon—The prisoner ran out first, and was closely followed by the deceased; I do not know that there was a misunderstanding between them.

Matthew Kip, an intelligent boy, not quite ten years old, was the next witness. Having satisfactorily answered the question as to the nature of an oath, he deposed—That he was on the sidewalk, corner of West Broadway and Worth-street, on December 8, between two and three o'clock; he saw fighting between the prisoner and deceased; they struck each other; did not see which struck first; prisoner gave three blows with a knife, which he took out of his pocket; deceased ran on the stoop of the liquor store, and fell down; the prisoner ran away.

John Bruzes testified to seeing the affray; he belonged in the grocery store No. 18 Worth-street, two doors from Purcell's liquor store; saw the affray between Forrest and Goff; they were fighting; saw the prisoner put his hand in his pocket, but does not know what he took out of it; saw him stab Goff; he had a knife in his hand, and struck Goff two or three times.

Louisa June deposed that she saw the quarrel between the prisoner and deceased; saw prisoner strike Goff in back of the neck and run away; Goff tried to run after him, but could not.

Other witnesses were examined to the same effect.

Dr. Foster testified that, in his opinion, though the defendant was eccentric, he was not insane.

Mr. Anthon, counsel for defence, called witnesses to prove that, in the first place, the prisoner having been first attacked by the deceased, only acted in self-defence; and next, that he was insane, and therefore irresponsible. Among other witnesses to prove insanity was Mr. Chandler, some time keeper of the Insane Asylum at Blackwell's Island, who testified that Forrest was under his care in that Institution for three months. A great deal of corroborative testimony to the same effect was taken, and the evidence on both sides being finished, the Court adjourned till this morning at 10 o'clock, when counsel will proceed to sum up.

A SHARP LETTER FROM A CATHOLIC BISHOP.—Bishop O'CONNOR, of the Pittsburg (Roman Catholic) Diocese, replies sharply, in a letter dated in New-York and published in the Pittsburg *Gazette*, to certain strictures passed by that paper upon his assertion that the recent fire in the Pittsburg Cathedral was the act of an incendiary. The Bishop repeats his conviction, and adds a sharp hit at the *Gazette* He says:

"You say that in hinting at the very existence of such excitement, which was neither political nor religious, I need to explain to make myself intelligible even in Pittsburg. But you must allow me to say that this difficulty of understanding appears to me quite affected. If you have been about Pittsburg as long or half as long as I have been your memory will not require much brushing up to know what I mean, unless you belong to a very reputable class who wrapped themselves up in the consciousness of their own integrity and pooh-poohed at everything going on around them. Try again, and I venture to say you will succeed at guessing at my meaning. Don't mind political parties nor religious movements. I should be sorry to entertain a thought that any things entitled to such names were directed to any end such as I have alluded to. But outside of these, though very well known in Pittsburg, you will find something to which you can apply my words. You insist that in saying this I cast a stigma on the reputation of our city. I deny the imputation. I clearly limited the application of my words. No one can infer from them that I applied this statement to any but the dregs of the population. To claim that even these were immaculate, would be to claim more than any other city can boast of, or our own annals warrant. Another paper will have it that I impute the act to some Protestant political party or sect. I have never used such an epithet in this connection. I know the persons alluded to only as miscreants. I leave it to others to define their religious or political convictions, if they think they have any. * * * * With such persons any crime can be attributed to us, and it is all right. To think that any one else, no matter to what class you say he belongs, is capable of a foul deed, is an insult to the City!! For the opinions of such persons I have no feeling but the contempt they deserve. I hope I have now said enough to comply with your demand. Yours, respectfully,

†M. O'CONNOR, Bishop of Pittsburg.

NEW-YORK, Feb. 7, 1859.

A SHOCKING SLAVE-TRAGEDY.—The most shocking tragedy we have yet been called upon to record took place on Tuesday night last, a few miles north of this place, at the residence of Mr. JAMES F. HUMPHREYS. A negro woman, belonging to Mr. HUMPHREYS, took her two children, a boy about five and a girl about three years of age, to an old well some three or four hundred yards from the house and threw them in, where they were found next morning drowned. Marks of fingers and toes on the side of the well down to the water would indicate that she also went down, whether to drown herself, and afterwards changed her mind, or to effectually put an end to her children, is not known, but it is thought probably the latter. She then went back to her own house, piled all her things in the middle of the floor, set fire to them, and ran away, and up to the present time no trace of her has been found. As she is represented as having been heretofore an ordinary good negro, and it being well known that her master was a kind and lenient one, no cause for this unnatural and diabolical act can be assigned unless that she was laboring under some aberration of the mind.—*Madison (Fla.) Messenger, 5th inst.*

The centennial anniversary of the capture of Fort Niagara by the united forces of Great Britain and the Colonies, is to be celebrated next Summer, on the battle-ground. The suggestion was made by the Hon. Hamilton Merritt, of St. Catherine's, Canada. The anniversary occurs on the 25th of July.

MISCELLANEOUS.

ALE PUMPS! ALE PUMPS!!

We are now manufacturing ale pumps of all descriptions, from the ordinary pump, (with brass and plated counter cock) to the beautiful pull pumps in black walnut cases, with two to three, four and six pumps. Keepers of hotels, restaurants, public houses and others about refitting, will do well by calling and examining our pumps. All pumps warranted for one year. We also keep Britannia pitchers, ale mugs, tin and copper measures, drainers, &c., &c. Croton water introduced into stores, dwellings, &c., on the most approved plan. G. & J. WHITFIELD & CO., Plumbers and Pewterers, No. 262 Water-st., near Peck Slip, New-York.

JAMES C. LANE,

Ex-Chief-Engineer of Explorations in South America, &c.
MECHANICAL AND CONSULTING ENGINEER,
Times Building, No. 41 Park-row,
Room No. 4. New-York.

PATENTS APPLIED FOR AND NEGOTIATED.

BILL HEADS! BILL HEADS!! BILL HEADS!!!

Ruled for Printing! Ruled for Printing!! Ruled for Printing!!! and sold at small advance on price of common Ruled Papers. CARSON & HARD, No. 44 Beekman-st.

THE SCIENTIFIC AMERICAN OFFICE.

MUNN & CO., American and Foreign Patent Solicitors, have removed from No. 128 Fulton st., (*Sun Building*,) to the "Park Building," entrances Nos. 37 Park-row and 145 Nassau-st.

OFFICE FOR PROCURING AMERICAN AND FOREIGN PATENTS.

J. P. PIRSSON, No. 5 Wall-st., New-York.
A pamphlet of information sent free.

$4.00 ONLY—FRENCH CALF DRESS BOOTS AT JONES', NO. 10 ANN-ST.; $4 50 DOUBLE SOLE WATER PROOF SEWED BOOTS; $3 50 DOUBLE SOLE PEG BOOTS, WARRANTED TO GIVE SATISFACTION.

MAPES' SUPER-PHOSPHATE OF LIME—The best and cheapest fertilizer known. Circulars sent if required. Address CHAS. V. MAPES, Office of the *Working Farmer*, No. 143 Fulton-st.

COBURN'S EXTRA OIL.—VERY SUPERIOR for machinery and burning—none more desirable. Barrels, 30 to 40 gallons. JOHN W. QUINCY & CO., No. 98 William-st.

CASH PAID FOR RAGS AT NO. 270 WATER-ST.

AMUSEMENTS.

ACADEMY OF MUSIC.

FRIDAY EVENING, Feb. 18, 1859.
GRAND CONCERT OF
THE NEW-YORK ALLEGEMEINE SAENGERBUND,
FOR THE BENEFIT OF THE
GERMAN HOSPITAL FUND.
With the aid of the
GERMAN LIEDERKRANZ,
Mme. ANNE CARADORI,
and Herr WILLIAM DOCHLER.
Conductors..........Fr. Kruger and A. Paur.
Leader..........J. Noll

PROGRAMME.
PART I.
1. Overture to "Oberon"..........C M. Von Weber
2. "Liebe"..........Cherubini
New-York Allgemein Sangerbund.
3. Scene and Arie a. d. Opera "Freischütz"..Von Weber
Mme. CARADORI.
4. Adagio and Rondo, Violin Concert..........David
Herr WM. DOCHLER.
5. Dithyrambe, Soli, Chor and Orchestra..........J. Rietz
New-York Allgemein Sangerbund.

PART II.
1. Walpurgisnacht, Introduction, Soli and Chor..........Mendelssohn B.
German Liederkranz.
2. Scene and Arie..........Beethoven
Mme. CARADORI.
3. Kriegertod, Preis Composition..........Fr. Kruger

Doors open at 7; Concert commences at 8 o'clock.
Admission ticket, $1; reserved seats, 50 cents.
Family Circle......50 cents | Amphitheatre......25 cents
Tickets for sale at Hall & Son's music store, No. 237 Broadway; B. Westerman & Co.'s bookstore, No. 290 Broadway, and Wm. Radde's Bookstore, 290 Broadway.

ACADEMY OF MUSIC.

MONDAY EVENING, Feb. 21,
HIAWATHA,
A ROMANTIC INDIAN SYMPHONY,
By ROBERT STŒPEL.
Its first production in New-York.
Mrs. I. I. HARWOOD,
(Her first appearance in New-York.)
Mrs. H. MILLARD,
(From Jullien's Concerts and Her Majesty's Theatre.)
Dr. GUILMETTE.
THE MENDELSSOHN UNION
will sing the choruses, and
A GRAND ORCHESTRA,
composed of the finest artists in the United States, will be under the direction of Mr. Stœpel.
MATILDA HERON
will connect the musical portion of the work by Readings from the original Poem.

PROGRAMME—PART I.
THE PEACE PIPE..........ORCHESTRA
READING.
SONG OF THE GREAT SPIRIT......DR. GUILMETTE
READING.
HIAWATHA'S BIRTH....CHORUS AND ORCHESTRA
THE CRADLE SONG..........MRS. HARWOOD
READING.
CANOE BUILDING SONG..........MR. MILLARD
READING.
FIGHT WITH MUDGEKEEWIS..........ORCHESTRA
READING.
HIAWATHA'S WOOING TRIO.
MRS. HARWOOD, MR MILLARD, AND DR. GUILMETTE.

PART II.
HIAWATHA'S WEDDING FEAST..........READING
PAU BUH-KEENE'S BEGGAR DANCE..ORCHESTRA
READING.
CHIBIABO'S LOVE SONG..........MR. MILLARD
READING.
MAGIC CORN-FIELD DANCE..........ORCHESTRA
READING.
RAVENS' CHORUS......CHORUS AND ORCHESTRA
READING.
HARVEST CHORUS....CHORUS AND ORCHESTRA
READING.
APPROACH OF WINTER..........ORCHESTRA
FAMINE AND FEVER..CHORUS AND ORCHESTRA
READING.
DEATH SONG OF MINNEHAHA...Mrs. HARWOOD.
READING.
SPRING AND SUMMER..CHORUS AND ORCHESTRA
Conductor..........Mr. ROBERT STŒPEL.
Doors open at 7; Concert commences at 8 o'clock.
ADMISSION TICKET..........$1
Every ticket sold in advance of the evening of performance will have a reserved seat. They may be procured after Thursday, Feb. 17, at the Academy of Music, Breusing's and Hall's music stores, and Sibell's, Wall st. Family Circle......50 cents. | Amphitheatre......25 cents.

LAURA KEENE'S THEATRE,

LAURA KEENE'S THEATRE.
LAURA KEENE'S THEATRE.
OUR AMERICAN COUSIN
OUR AMERICAN COUSIN
OUR AMERICAN COUSIN
Which has now been presented for over
ONE HUNDRED AND SIX NIGHTS,
ONE HUNDRED AND SIX NIGHTS,
ONE HUNDRED AND SIX NIGHTS,
during which period it has been witnessed by more than
ONE HUNDRED AND EIGHTY THOUSAND PEOPLE!
ONE HUNDRED AND EIGHTY THOUSAND PEOPLE!
ONE HUNDRED AND EIGHTY THOUSAND PEOPLE!
to overflowing audiences, thus proving that
GENUINE ORIGINAL MERIT
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will always meet with the hearty approval of a
DISCRIMINATING PRESS AND PUBLIC.
DISCRIMINATING PRESS AND PUBLIC.
DISCRIMINATING PRESS AND PUBLIC.
This popular comedy, which has already achieved the
GREATEST SUCCESS EVER KNOWN!
GREATEST SUCCESS EVER KNOWN!
as evinced by its unparalleled run,
WILL BE REPEATED EVERY NIGHT.
WILL BE REPEATED EVERY NIGHT.
To conclude with the farce of
JENNY LIND.
Supported by the strength of the company.
Dress Circle seats may be secured one week in advance, without extra charge, 50 cents each.
Doors open at 6¾; to commence at 7¼ o'clock precisely.
JEFFERSON'S BENEFIT,
SATURDAY NIGHT,
A GLORIOUS FARCE.
OUR AMERICAN COUSIN.
SATURDAY NIGHT,
JEFFERSON'S BENEFIT.
JEFFERSON'S BENEFIT.
A SPLENDID ENTERTAINMENT,
SATURDAY NIGHT.
Box Book now open.

NIBLO'S GARDEN.

NIXON & CO'S
LARGE AND MAGNIFICENT EQUESTRIAN TROUPE.
FOURTH WEEK OF THE SEASON.
DAN RICE'S BENEFIT!
THURSDAY EVENING, FEB. 17, 1859,
will be represented the successful spectacle intended to illustrate the feats in the ancient lists, and entitled
THE TOURNAMENT;
OR, THE DAYS OF CHIVALRY.
DAN RICE
The Beneficiary of the occasion,
will appear in his original CONVERSAZIONES.
AND WILL TALK
On prominent topics of the day.
THE COMIC MULES
And the Horse of Beauty EXCELSIOR,
with the great and effective combination spectacle of the
GAMES OF THE CURRICULUM.
THE WHOLE COMPANY WILL PERFORM.
N. B.—There will be a brilliant MATINEE ENTERTAINMENT on SATURDAY afternoon. Open at 1; to begin at 2 o'clock. On this occasion will appear DAN RICE, EXCELSIOR, the MULES, and the CURRICULUM.
The patrons of Niblo's are informed that, as the afternoon entertainments conclude at 4 o'clock, their carriages can be ordered at that hour.
WANTED—Friday morning at 10 o'clock, at the theatre, ALL THE CINDERELLA CHILDREN for rehearsal.

NIBLO'S SALOON.

GRAND CHARITY CONCERT,
For the Benefit of
THE HOUSE OF MERCY, NEW-YORK,
FRIDAY EVENING, Feb. 18, 1859.
The following distinguished artists have kindly volunteered their services:
Miss MADELINE GELLIE,
Miss MARY GELLIE,
W. H. COOK,
Mons. BIVARDE,
JOSEPH BURKE,
RICHARD HOFFMAN,
VILANOVA,
APTOMMAS,
W. A. KING.
Concert to commence at 8 P. M. Doors open at 7.
Tickets, $1; to be had at all the principal Music and Bookstores, and at the door on the evening of the Concert.

WALLACK'S THEATRE.

THE VETERAN.
Continuing to draw houses
CROWDED TO THE CEILING,
Notwithstanding the late inclement weather, will be
REPEATED EVERY EVENING.
In order to afford variety and to give a fresh charm to the scenic grandeur of the Drama,
AN ADDITIONAL TABLEAU
has been arranged, and will be presented for the first time, on Monday evening next, with those already so popular.
THE ASSAULT BY THE ZOUAVES
and the Regiment on the March.
NOTICE.—Doors open at 7; commence at 7½.

BURTON'S NEW THEATRE—BROADWAY.

Under the management of J. Moore & Wayne Olwine.
OUR FEMALE AMERICAN COUSIN,
indorsed by the Press and public. Houses crowded from parquette to dome.
MISS JULIA DALY,
Pronounced by the Press to be the best female comedian on the stage, and received nightly by the public with shouts and cheers.
OUR FEMALE AMERICAN COUSIN EVERY NIGHT till further notice. Seats may be secured for one week in advance.

PURDY'S NATIONAL THEATRE.

Chatham-st., near Roosevelt.
THIS EVENING, Feb. 17,
The entertainment will commence with
OUR AMERICAN COUSIN.
Asa Trenchard..........Mr. F. S. Chanfrau
Lord Dundreary..........Mr. J. B. Howe
To be followed by the Drama of
TOM CRINGLE.
Tom Cringle..........Mr. E. C. Prior

BROADWAY THEATRE.

THIS EVENING, Feb. 17,
The performance will commence with
PAUL PRY.
After which, will be acted the French Drama, entitled
RAFFAELLE, THE REPROBATE OF PARIS.
To conclude with the farce of
HUNTING A TURTLE.

BOWERY THEATRE.

Lessees..........Messrs. G. L. Fox and J. W. Lingard.
THIS EVENING, Feb 17, 1859,
The performance will commence with
GIO, THE ARMORER OF TYRE.
After which,
LA TOUR DE NESLE.
Concluding with JUMBO JUM.

BARNUM'S MUSEUM.—MADAME ELVIRA ON THE FLYING WIRE! and in her GRACEFUL AND DIFFICULT DANCE-FEATS! NUBIAN TROUBADOURS, NEGRO ECCENTRICS, COMIC MELODISTS, LAUGH PROVOKERS and FUN MANUFACTURERS! C. A. SEARLES—Brander Bones, Banjoist, Mr. TURNER—Banjoist and Basso. BILLY BLAIR—Tamborinist, Comic Singer. J. ENGLISH—Basso Primo, JOHN HASSETT—Vocal Extemporist. M. D. EDMONDS—Solo Violinist. WM. H. VINCENT—Burlesque Dancer. THIS AFTERNOON at 3, and EVENING at 7½ o'clock. The exquisite AQUARIA, HAPPY FAMILY, &c., as usual. Admittance, 25 cents; Children under ten, 13 cts.

DR. ABBOTT'S EGYPTIAN MUSEUM, Stuyvesant Institute, No. 659 Broadway. The Boston *Christian Register* says: "Let all who care to have their curiosity electrified, their hearts touched, their imaginations kindled, pay at least one visit to this Museum." Open day and evening. Tickets 25 cents.

AMUSEMENTS.

WOOD'S MINSTRELS,

No. 561 and 563 Broadway.
OPEN EVERY EVENING.
THE OLDEST AND LARGEST COMPANY IN THE CITY.
FIRST WEEK OF THE NEW PANTOMIME.
Fifth Week of Mr. D. S. WAMBOLD.
SELECT NEGRO MINSTRELSY,
By Messrs. C. H. FOX, E. WARDEN, CHARLES WHITE, J. H. BUDWORTH, and the entire Company.
To conclude with an entirely new Pantomime, entitled
THE MYSTIC SPELL,
with new scenery, machinery, dresses, properties, &c.
Doors open at 6½; to commence at 7½ o'clock.
Tickets 25 cents; children under 10 years, 13 cents.

BENEFIT OF THE MT. VERNON FUND.

The accomplished tragedian Mr. ALEXANDER BURGER, will give one of his elegant entertainments entitled "Choice Readings and Recitations from the Poets," embracing the most beautiful Gems of Shakespeare, on FRIDAY EVENING, Feb. 18 at Lyrique Hall, No. 765 Broadway, for the benefit of the Mount Vernon Association. For particulars see programme; tickets 50 cents. Two tickets will admit a gentleman and two ladies. Tickets can be obtained at Mr. CROWEN's bookstore, No. 699 Broadway, at the room of the Association in Cooper Institute, and at the door.

ON EXHIBITION,

GIGNOUX'S GREAT MOONLIGHT
OF NIAGARA FALLS,
(belonging to Mr. Belmont.)
Admission 25 cents, for the benefit of the
Children's Aid Society and Child's Hospital,
Under the patronage of Mrs. Du Bois, Mrs. D. D. Field, Mrs. Ed. Cooper, Mrs. Degen, Mrs. Walden Pell, Mrs. Constant, &c., &c., &c., at
GOUPIL'S Gallery, No. 366 Broadway.

LAST WEEK

OF BANVARD'S MECHANICAL PICTURE,
THE DESTRUCTION OF JERUSALEM,
And Panorama of the Holy Land, at Banvard's Hall, No. 639 Broadway, EVERY EVENING at 7½ o'clock. WEDNESDAY and SATURDAY AFTERNOONS at 3 o'clock. Admittance 25 cents; children 13c. Hall to let.

SPECIAL CARD!

DAN RICE
will
LECTURE
ON AMERICAN POLITICS,
At Niblo's Garden,
THURSDAY EVENING, Feb. 17, 1859.

LAST WEEK OF MRS. FRANCES A KEMBLE'S readings from Shakespeare, at Dodworth's Saloon No. 806 Broadway.
Monday Morning, Feb. 14, at 1 o'clock P. M., Henry IV. Part II.
Tuesday Evening, Feb. 15, at 8 o'clock, Henry V.
Thursday Morning, Feb. 17, at 1 o'clock P. M., Twelfth Night.
FRIDAY EVENING, Feb. 18, at 8 o'clock Hamlet,
WITH WHICH THE COURSE WILL CONCLUDE.
Tickets, $1 each, may be obtained at the bookstores of Messrs. Appleton & Co., No. 346 Broadway; Mr. Crowen, No. 699 Broadway; at the Clarendon Hotel, and at the door. Sofa seats, (reserved) $1 50, may also be had at Mr. Crowen's bookstore, 699 Broadway, and at the door.
Tickets will not be sold after the reading has begun, and money will not be taken in lieu of them by the doorkeepers. An early attendance is solicited.
This course of Readings will be positively the last which Mrs. KEMBLE will give in New-York previous to her retirement from public life.

A NUMBER OF FRIENDS AND PUPILS of J. B. BROWN, Professor of Elocution, anxious to secure the Academy of Music for the purpose of tendering him a testimonial as a mark of their respect, will meet at the International Hotel THIS (Thursday) EVENING, Feb. 18, at 8 o'clock. All friendly are invited.

FINE ARTS.—OPEN AT THE NATIONAL ACADEMY OF DESIGN, 10th-st., between Broadway and 4th-av. F. RICHARDT'S Exhibition of Paintings of American Scenery. Admission 25 cents; season tickets 50 cents.

LECTURES.

ACADEMY OF MUSIC.

Prof. O. M. MITCHEL has kindly consented to give one lecture for the benefit of the Ladies' Five Points Mission, at the Academy of Music, SATURDAY EVENING, Feb. 19. Subject—*Astronomical Inquiries in the Book of Job*—especially those contained in the 38th Chapter—*Astronomy and the Bible*.

Aside from the splendid ability of Prof. Mitchel as a lecturer, the Committee believe there are thousands of benevolent ladies and gentlemen who will take tickets for the noble object in view, even if they cannot attend. Tickets 50 cents; family circle 25 cents. For sale at the Daily Newspaper Offices, the Bookstores and Box office. Doors open at 6½; to commence at 7½ o'clock.

MR. DE CORDOVA'S HUMOROUS LECTURES.

The last of the course.
THIS EVENING, Feb. 17,
at Clinton Hall, Astor-place. Subject—*Fun, Seriously Considered.*

THE REV. HENRY MARTYN SCUDDER, M. D., of India, will deliver a lecture at the College of Physicians and Surgeons, corner 4th-av. and 23d-st., THIS (Thursday) EVENING, at 7½ o'clock, on *Hindoo Medical Science and Practice, and the Value of Medical Knowledge as an Auxiliary to the Missionary Work*. The Medical Profession and the public generally are invited to attend. Admission free

PROFESSOR MITCHELL WILL DELIVER his closing lecture at the Rev. Mr BEECHER'S Church, Brooklyn, THIS EVENING, on the *Laws of Motion Reaching to the Fixed Stars*. A splendid lecture is anticipated. Tickets at the door, 50 cents.

THE RESPIRATION AND ITS MECHANISM.—The second lecture of Dr. MELVILLE'S course will be delivered THIS EVENING, in the Hall of the Historical Society, 2d-av., corner 11th-st.

BALLS.

THE CHARITY BALL.

The annual Ball for the benefit of the Nursery and Child's Hospital will take place in the Academy of Music, on the EVENING OF THURSDAY, the 3d of March.

MANAGERS.

Mrs. E. M. Archibald,
Mrs. C. E. Anderson,
Mrs. S. J. Bacon,
Mrs. S. L. M. Barlow,
Mrs. Ernest Cazet,
Mrs. C. J. Coggill,
Mrs. Edward Cooper,
Mrs. C. R. Degen,
Mrs. W. S. Drayton,
Mrs. R. O. Doremus,
Mad. De Dion.
Mrs. T. E. Davis, Jr.,
Mrs. Cornelius Du Bois,
Mrs. David Dudley Field,
Mrs. Fred. Gebhard,
Mrs. Mort. Fowler,
Mrs. C. A. Heckscher,
Mrs. Wm. A. Hadden,
Mrs. Jacob Little,
Mrs. Morgan Livingston,
Mrs. Philip Livingston,
Mrs. Charles Luling,
Mrs. Henry Mason,
Mad. De Montholon,
Mrs. J. P. March,
Mrs. A. B. Mott,
Mrs. D. Colden Murray,
Mrs. Parish,
Mrs. Walden Pell,
Mrs. Geo A. Peters,
Mrs. J. C. Peters,
Mrs. Henry Renwick,
Mrs. John Sherwood,
Mrs. Watts Sherman,
Mrs. E. H. Sherwood,
Mrs. John Schermerhorn,
Mrs. W. H. Stebbins,
Mrs. George T. Strong,
Mrs. David B. Turner,
Mrs. Tighe,
Mrs. E. T. Viele,
Mrs. Von Hoffman,
Mrs. Webb.
Maj. Anderson, U. S. A.
Henry R. Anderson,
E. E. Anderson,
Lloyd Aspinwall,
Dr. J. Fordyce Barker,
Robert Benson, Jr.,
James Bleecker,
Joseph Bridgham,
Walter L. Cutting,
William Cutting,
Henry G. Chadwick,
William S. Constant,
Edward Cooper,
Thos. E. Davies,
Dr. Alfred L. Carroll,
Henry Delafield,
Edward Delafield, Jr.,
Louis L. Delafield,
C. E. Habicht,
J. B. Ireland,
A. Tacquemot,
Robert James,
Peyton Jaudon,
John F. Kensett,
Arthur Leary,
Edward C. Lord,
Col. Monroe, U. S. A.
Dr. A. B. Mott,
Col. J. B. Murray,
C. D. Montholon,
Henry Mason,
James Otis,
Edmond Poirier,
Walden Pell,
Edward Prime, Jr.,
James M. Pendleton,
Cornelius Du Bois,
Lieut. Dearing, U. S. A.
Dr. Geo. T. Elliot,
John W. Ehninger,
J. P. G. Foster,
Isaac V. Fowler,
H. S. Fearing,
Dudley Field,
R. C. Fergusson,
James W. Gerard, Jr.,
Elbridge Gerry,
C. H. Haswell,
E. S. Higgins,
Louis F. Henop,
W. B. Hoffman,
Charles Hoffman,
Meredith Howland,
John C. Heckscher,
William C. Pell,
Alfred Pell, Jr.,
Gould Redmond,
William Redmond,
E. S. Renwick,
Henry Renwick,
James F. Ruggles,
E. T. Snelling,
E. Delafield Smith,
Charles F. Stephenson,
Alexander Taylor,
S. Van Rensselaer,
John Van Buren,
E. L. Viele,
C. F. Winthrop,
James S. Wadsworth,
William Warden,
Dr. G. F. Woodward.

Tickets $2 each, admitting one person only, to be had of the Managers.

DANCING.

CHARRUAUD DANCING ACADEMY,

No. 54 East 13th-st.
New classes are being formed on Wednesday and Saturday, at 12 o'clock noon, and 3½ afternoon. Pupils can commence at all times. Classes for ladies on Monday and Thursday, from 2 to 5 o'clock P. M. Gentlemen's class, Tuesday and Friday, at 8 P. M.

PUBLIC MEETINGS.

PREACHING AND PRAYER MEETING—THURSDAY and FRIDAY EVENINGS, in Fleet-st. M. E. Church, Brooklyn. Commence at 7½ o'clock. The Rev. AMOS P. MEAD, from Pennsylvania, will preach each evening.

HORSES AND CARRIAGES.

CARRIAGES, SLEIGHS, HARNESS, &c.—There will be a public sale of the above at the Repository, No. 616 Broadway, on MONDAY, the 21st inst., by order of the Assignee. In the interim parties can make purchases at a low figure. A three years' lease of the premises, running through to Crosby-st., will also be sold.

WANTED—A PONY HARNESS, IN GOOD ORDER, for a pony 14½ hands high. Apply to A. NELSON, No. 60 South-st.

COAL OIL.—THE EMPIRE STATE COAL OIL Company has constantly on hand and for sale a superior article of Coal Oil, for illuminating purposes. It is light-colored, free from unpleasant odor, and burns out dry, without crust or smoke, in all forms of Kerosene lamps, giving the cheapest, safest and best light now known to the public.
EMPIRE STATE COAL OIL CO.,
No. 240 Pearl-st., New-York.

WHY WILL PEOPLE PERSIST IN ENDANGERING their lives and that of their families by using camphene or fluid, when they can get as good a light at a cost of ½ cent per hour, from the COAL OIL sold by
A. C. KUCK,
Manufacturer of COAL OIL LAMPS,
No. 61 Maiden-lane.

SUBMARINE TELEGRAPH CABLE FOR SALE.—By the New-York, Newfoundland and London Telegraph Company, in lengths to suit purchasers, about 38 miles of superior quality, large size Submarine Telegraphic Cable, with three conducting wires, manufactured to order by Kuper & Co., of London. For particulars, inquire of R. W. LOWBER, Secretary, No. 16 Wall-st.

SOAP-STONE FROM THE MIDDLEFIELD QUARRIES, in lots to suit, either in the rough block or sawed into slabs, or otherwise manufactured. Descriptive catalogues sent by mail, on application to JOSEPH P. PIRSSON, No. 5 Wall-st., New-York; or JONATHAN CHILD, West Worthington, Mass.

DRY GOODS.

LADIES, WE HAVE
JUST RECEIVED
AN ENTIRE NEW STOCK
OF FINE GOODS
FOR SPRING TRADE, SUCH AS
NEW DRESS TRIMMINGS.
NEW PARIS RIBBONS, Fine Style.
NEW PARIS FLOWERS, Fine Style.
NEW PARIS ROSES, Fine Colors.
NEW PARIS FLOWER MATERIALS, Fine Qualities.
New Paris CORSETS, 6s., 7s. and 10s.
New lot Paris KID GLOVES, 63 cents, for ladies.
New lot Gent's. KID GLOVES, 87 cents a pair.
We do warrant these sound and a prime article. We have all sizes and colors.
COME AND BUY THEM.
New lot Ladies and Gentlemen's
ALL LINEN
HANDKERCHIEFS,
They are by far the cheapest lot
IN THIS CITY.
New lot Children's LINEN HANDKERCHIEFS.
New Job Lot CAMBRIC EDGINGS.
New Job Lot CAMBRIC INSERTIONS.
New Job Lot CAMBRIC SETS.
New Job Lot MUSLIN COLLARS.
New Job Lot CAMBRIC COLLARS.
New Jobs in EMBROIDERIES. Cheap!
New Styles MOURNING COLLARS AND SETS.
New Styles THREAD EDGINGS. Cheap.
New Styles BLACK THREAD EDGINGS. Cheap.
New Styles LACE GOODS. Cheap.
New Lot RICHARDSON'S LINEN GOODS.
New lot LINEN DAMASKS.
New lot LINEN NAPKINS.
New lot LINEN TABLE CLOTHS.
New lot LINEN HUCK TOWELS.
New lot LINEN LAWNS, 12 to 50 cents.
New lot BLEACHED AND BROWN COTTONS.
New lot DOTTED MUSLINS.
New lot CAMBRIC MUSLINS.
New lot CRASHES AND TOWELINGS.
New lot SCARLET TABLE COVERS, $1 25, cheap.
New lot WOOL FLANNELS.
CHEAP, TO CLOSE.
New Lot NARROW BUGLE GIMPS, Cheap.
New Lot WIDE BUGLE GIMPS, Cheap.
New Lot RICH BUGLE GIMPS, Cheap.
New Lot CHILDREN'S HOSIERY.
New Lot LADIES HOSIERY.
New Lot GENTLEMEN'S HOSIERY.
New Lot GLOVES AND MITTS.
New Lot GIRDLES AND TASSELS.
New Lot JOINED BLOND EDGINGS, Cheap.
New Lot HAND-MADE RUCHES, Good Ones.
New Lot WHITE TRIMMING RIBBONS, 75c., worth $1 25.
New Lot TRIMMING RIBBONS, Cheap.
New lot HAT RIBBONS, good styles.
New lot SASH RIBBONS, good styles.
New lot PARIS SATIN RIBBONS.
New lot PARIS TAFFETA RIBBONS.
New lot BLACK BONNET RIBBONS.
New lot BLACK TAFFETA RIBBONS.
New lot BLACK VELVET RIBBONS.
New lot COLORED VELVET RIBBONS.
Ladies, these new goods are all
DESIRABLE PATTERNS
AND OF LATE IMPORTATIONS.
PLEASE
CALL
AND
EXAMINE
THE
GOODS.
Nos. 204 and 206 6th-av., corner 14th-st.
R. H. MACY.

SPRING TRADE NOTICE.

IMPORTANT
TO
EVERY DRY GOODS MERCHANT
IN THE UNION.
DE FOREST, ARMSTRONG & CO.
Are now receiving their Spring Importations, and are exhibiting at their
SALES ROOMS,
NOS 80 AND 82 CHAMBERS-ST., N. Y.,
the most extensive, elegant, varied, and complete stock of
FOREIGN AND DOMESTIC GOODS
ever before offered for sale by them, and presenting attractions and advantages to the trade generally, and from all parts, such as are to be met with in very few places. Their extensive Stores on Chambers-st., which they occupy entire, enable them to appropriate to each class of goods a separate department, and to have, in fact so many distinct stocks in their Warerooms, each of which will be complete. Without specifying the articles embraced, they would name the departments viz:
DRESS GOODS,
SILKS,
WHITE GOODS AND LINENS,
CLOTHS AND CASSIMERES,
FLANNELS,
SHAWLS AND MANTILLAS
HOSIERY AND GLOVES,
YANKEE NOTIONS,
DRESS TRIMMINGS,
PARASOLS,
DOMESTICS AND PRINTS.
To their Domestic and Print Department they call particular attention, embracing all the leading makes and styles, which will be sold at the very lowest rates. They have the entire production of the
WARREN PRINTS,
A print which has done more good to the retailers through the country last season, than perhaps any other low-price print. Their Merrimack, Cocheco, Sprague, Garner, Dunnell and PACIFIC AMARANTH PRINTS are of the very best selections.
CLINTON, GLASGOW, LANCASTER and SCOTCH GINGHAMS in every variety.
Their
DOMESTICS
embrace the following Brands:
Wamsuttas,
Bate's Mills,
Lonsdale,
Naumkeag,
White Rock,
Metamora,
Hill Manufacturing Company,
New-York Mills,
Arkwright,
Patterson,
Hebron,
Lawrence,
Merrimack,
Pocassett,
Pepperill,
Cabott,
Atlantic,
All the well-known makes of TICKS, STRIPES and DENIMS, such as York, Hamilton, Pemberton, &c.
Soliciting trade on liberal terms, they invite notice to their House—street and number as above.

BAARE, GEER & CO.,

No. 29 BARCLAY-ST,
IMPORTERS AND MANUFACTURERS OF
DRESS AND MANTILLA TRIMMINGS
AND MILLINERY GOODS,
Call the attention of wholesale buyers to their rich importation of Shirred Goods, called
RUBANS DAHLIA,
Sold under the license of
MR. HORACE H. DAY.
RUBANS DAHLIA.
THE DAHLIA TRIMMING.
A rich assortment of this newly-invented, elegant and fashionable style of Shirred Goods, in taffetas and gauze ribbons and trimming articles for dress and millinery purposes is for the first season introduced from France into our market. These Ribbons are drawn up or fluted by the elasticity of interwoven threads of VULCANIZED INDIA RUBBER, by which medium alone those regular, lasting folds can be produced. They are offered to wholesale buyers by
Messrs. BAARE, GEER & CO.,
NO. 29 BARCLAY-ST.,
to whom I have granted the only license for the sale of them for the United States under Goodyear's Patent.
Calling the attention of merchants to this fact, I caution them against infringement on my Rights of Patent, as parties offering such fabrics, unlicensed, will subject themselves to legal prosecution.
The goods sold by BAARE, GEER & CO. shall bear my License Stamp in a conspicuous place on every piece, by which the sale thereof in the United States will be authorized.
HORACE H. DAY,
Exclusive owner of the Vulcanized Rubber in these fabrics.

MANTILLAS.

BRODIE'S SPRING MANTILLAS.
ARE NOW READY.
The greatest display ever made in this country.
WHOLESALE BUYERS FROM THE SOUTH
are particularly invited.
No. 300 CANAL-ST.,
New-York.

DRESS GOODS.
BORTH & TUTTLE,
Corner Chambers, Church and Warren sts.,
Are constantly receiving fresh supplies of
New and desirable
DRESS GOODS,
To which they invite the attention of
CLOSE BUYERS
For cash or short credit.

ARNOLD, CONSTABLE & CO.

WILL OPEN ON THURSDAY, FEB. 17, AT RETAIL,
Real India Camels'-Hair Shawls, Long and Square.
These goods were purchased at the recent large auction sales in London, and are offered at moderate prices, and are well worthy the attention of buyers.
CANAL-ST., corner of Mercer.

REMOVAL.

THE GREATEST BARGAINS
EVER OFFERED,
IN SILKS, SHAWLS,
MERINOS,
AND ALL KINDS OF DRY GOODS,
Will be offered until Tuesday, Feb 21, at
M. C. DE BEVOISE, No. 43 Catharine-st.,
After which he will remove to No. 289 Grand st., corner Eldridge.

AT WHOLESALE.

PARIS FLOWERS.
COIFFURES and BRIDAL WREATHS, from reliable manufacturers that supply
THE IMPERIAL COURTS OF EUROPE.
JAMES TUCKER.
No. 361 Broadway, next door to Thompson's.

SKIRTS.—TWELVE-SPRING SKELETON SKIRTS, (self-adjusting bustle, made without sewing,) $1 31; 14 springs, $1 50; and 17 springs, $2. Dealers supplied with 9 springs for $8 per dozen; 12 springs, $11; and 14 springs, for $15 per dozen. C. L. HARDING, Skirt Factory, No. 281 Spring-st., near Hudson. No connection with the next store.

DRY GOODS.

DOUGLAS & SHERWOOD'S

PATENT
TOURNURE CORSET.
This article confines in one garment A CORSET OF SUPERIOR SHAPE AND FINISH and a BUSTLE OF PERFECT MODEL, insuring free and healthful action to the lungs, and comfortable support to the spine. It has been pronounced by all who have seen it, (among whom are several eminent members of the Medical Faculty) to be *the only Corset without an objection*, either artistic or physiological. No lady can well do without it. D. & S. still manufacture their well-known
EXPANSION SKIRT.
Also, the celebrated
MATINEE SKIRT,
which, for COMFORT and ELEGANCE, is unsurpassed; together with over seventy other different styles—all of which are for sale at all the principal stores in the United States and Canadas.
All articles of their manufacture
ARE STAMPED WITH THEIR TRADE-MARK.

SKIRTS, SKIRTS,

FOR THE SPRING TRADE.
OSBORN & VINCENT,
NO. 92 WARREN ST., NEW-YORK.,
Invite merchants generally to examine the
PATENT
IMPERIAL SKIRT,
Manufactured exclusively by them and for sale by all the leading houses.
JOBBERS (only) SUPPLIED.
OSBORN & VINCENT,
Proprietors of the Extension Skirt Patent,
No. 92 Warren-st., New-York.

SITUATIONS WANTED.

MALES.

WANTED—A GARDENER'S SITUATION BY A young man who thoroughly understands his business in all its branches, the care and management of a green house, grapery, fruit trees, ornamental, &c.; also, the management of a farm and the care of cattle equally, and is not afraid to work; the best of recommendations can be produced from his last employer. Address A. M. B., Box No. 132 *Times* Office, or No. 9 John-st., seed store, for three days, will be promptly attended to.

WANTED—A GARDENER'S SITUATION BY A man who is competent to take charge of pine stoves, green-houses, grape-houses, peach houses, acadeacs, vegetables, &c., and can produce the best of character from Massachusetts and in this City; has several years lived with the most respectable families in this country; can undertake either single or married situations. Address P. L. L., care of Mr. Thorburn & Co., No. 15 John-st., New-York.

WANTED—A COACHMAN'S SITUATION, BY A single man; is an Englishman; and is fully competent, and thoroughly understands his business in all its branches; has lived with the best of families in this City; good references can be given for the above capacity. Call at R. BREWSTER & CO'S Coach Factory, corner of Broome and Mott sts., or address COACHMAN, the same place.

WANTED—A SITUATION AS COACHMAN, BY a respectable young man, who thoroughly understands his business in all its branches. Has lived in the very best of families in this City, and in the country also. Understands the treatment of horses. Is a sober man, and is not afraid of work. Address No 105 East 26th-st., first floor, back room, or L. D., Box No. 195 *Times* Office.

WANTED—SITUATIONS BY A YOUNG MAN AND wife, without incumbrance; man understands all kinds of farm work, the care of horses and stock in general; is an excellent vegetable gardener. The wife is a good cook and baker, and makes the sweetest butter in market; are willing to work; give good reference. Call at No. 129 Waverley-place.

WANTED—A SITUATION AS GARDENER, BY a married man with two children. The advertiser is a native of England, and has had 11 years practice in this country; he fully understands the business in all its departments; unexceptionable references will be given. Apply at Bridgeman's Seed Store, No. 876 Broadway, New York.

WANTED—A COACHMAN OR GARDENER'S situation by a respectable Scotchman (single;) understands his business in either capacity, and has the best of City reference. Also, by a German Protestant man on a farm; understands the care and management of horses, cattle, &c. Apply, for two days, at No. 292 4th-av., near 22d-st., in the office.

WANTED—BY A STEADY, INDUSTRIOUS PROTestant young man, a situation; he is a good coachman and groom; understands the care and management of horses well; is also a good vegetable gardener and farmer; willing to work and be useful about a place; has the best of reference; no objection to any part of the country. Call at No. 275 Bowery.

WANTED—A SITUATION AS GARDENER, BY a married man without family. The advertiser is a native of England and has had several years' practice in this country; he fully understands the business in all its departments. A liberal salary expected. Apply at BRIDGEMAN'S Seed store, No. 876 Broadway.

WANTED—A SITUATION AS COACHMAN BY A middle-aged, honest, industrious and sober man of long and good reference; can give undoubted reference in the City, and undeniable character from previous employers. No objection to the country. Address W. R., blacksmith shop, No. 21 12th-st., near University place.

WANTED—A SITUATION IN A PRIVATE FAMily as waiter by a young man who has the best of City reference. Call at No. 811 Broadway, or a note addressed to THOMAS, Box No. 133 *Times* Office, will meet with attention.

WANTED—A SITUATION, BY A JERSEYMAN, to take charge of a farm, having a thorough experience in farming; will give the best of reference. Address J. A., Box No 103 *Times* Office, for three days. Also, name your residence.

WANTED—A SITUATION BY A MARRIED MAN (without family), as gardener; has had 15 years' experience in the business in all its branches. Can be well recommended. Address GARDEN, Box 147 *Times* Office.

WANTED—BY A MIDDLE-AGED MAN, WHO HAS had over 30 years' experience among horses in this country and Scotland a situation as coachman. Best of reference. Address R. R. S., Box No. 166 *Times* Office.

WANTED—A SITUATION AS WAITER IN A private family; has long City reference from his last place. Can be seen for two days at No. 877 Broadway, near 18th-st.

WANTED—A SITUATION AS WAITER IN A PRIvate family, by a respectable man that understands his business perfectly, and has the best of City reference. Can be seen for two days, at No. 88 15th-st., corner 3d-av.

WANTED—A SITUATION BY A MAN AS COACHman; has good City reference of seven years. Apply at No. 71 West 25th st. for three days. Reference—Thos. Williams, Jr., President of the Marine Bank.

WANTED—A SITUATION AS COACHMAN BY A Protestant man who fully understands his business; the best of City reference given. Call or address R. E., No. 12 Union-court, University-place, for three days.

WANTED—A SITUATION AS BOOKKEEPER, surveyor for an insurance company, or salaried agent. Address J. W., Box No. 135 *Times* Office.

A CHEMIST, AN AMERICAN, PUPIL OF Pelouze and Dumas, of Paris, is desirous of obtaining a situation in a manufactory of chemicals, or in any establishment where chemical knowledge may be required. Best of references given. Address Box No. 1,848, New-York Post-office.

TO HOTEL PROPRIETORS.—A YOUNG married man, American, would like a situation as clerk or steward in a hotel; his wife would act as house keeper; no objection to any part of the United States. Satisfactory references given. Address Mr. COLLINS, Union House, New-Haven, Ct.

TO MERCHANTS AND OTHERS IN WANT of the services of a young married man, who has a full knowledge of book-keeping and would assist as salesman and correspondent, will address K., Box No. 3,160 New-York Post-office. Best of references given.

TO LAWYERS.—A YOUNG ATTORNEY, WITH 18 months' City practice, wishes a situation as managing clerk. Best of references. Address PEARL, Box No. 168 *Times* Office.

A BOOK-KEEPER WHOSE EVENINGS are unoccupied would like a set of books to write up. Address BOOK-KEEPER, Box No. 111 *Times* Office.

HELP WANTED.

WANTED—A SCOTCH OR GERMAN WOMAN, to do general housework in a small family, about fifty miles in the country by rail. She must be a good plain cook, neat washer and ironer, also baker, and a clean, thorough house worker. For the above description a good situation is offered and fair wages. Apply to M. W. BROWN, No. 17 Maiden-lane up stairs.

WANTED—A YOUNG, ACTIVE MAN AS SEXTON in one of the Protestant Churches in the upper part of this City one who can give his whole attention to it will be preferred. Applicants will give their age, married or single, what Church he now attends, present business (if any,) with references and address. Address R. B. C., Box No 163 *Times* Office.

WANTED—A CHAMBERMAID—PROTESTANT preferred; she must thoroughly understand her business; be able to cook occasionally and willing to make herself generally useful. She will be required to go a short distance in the country. Address L., Box No. 101 *Times* Office.

WANTED—IN A DRY GOODS JOBBING-HOUSE, a strong active young man to assist in receiving goods; must reside with his parents. Salary first year $100. Address ACTIVITY, Box No. 180 *Times* Office, in own handwriting.

WANTED—A COMPETENT BOOK KEEPER, TO take charge of a set of books in a manufactory; business to keep time of workmen, &c. Address, postpaid, BOOK-KEEPER, with reference and salary expected, No. 94 East 11th-st., New-York.

FARMER WANTED—TO TAKE A FINE PLACE of about 60 acres on shares. It is about 25 miles from the city, a new house and garden for the tenant, one of the best places in Westchester county. Address with reference, Box No. 1,911 Post office.

WANTED—A COMPETENT MAN, TO TRAVEL through the country to sell liquors; one who has been in the business preferred; must give the best of references and security. Address MERCHANT, Box No. 135 *Times* Office.

A BOY WANTED—ON A PERMANENT ARrangement, to learn the publishing business. Salary the first year low, with an advance each successive year. Apply at the office of the *Shoe and Leather Reporter*, No. 17 Spruce-st.

WANTED—A NURSE AND CHAMBERMAID IN a small family boarding. A neat pleasant girl with good recommendations as child's nurse may find a permanent place by applying at No 61 Statest., Brooklyn.

WANTED—A GOOD COOK, GERMAN, AMERIcan, English or Welsh, Protestant, to go a short distance in the country. Call to-day, with references, at No 162 Washington-st., Brooklyn.

WANTED—TWO GOOD JOB COMPOSITORS, well acquainted with the business. No others need apply. FRANCIS HART & CO., No. 63 Cortlandt st.

WANTED—AS NURSE, A COMPETENT WOMAN, of good education None but Protestants need apply at No. 38 East 26th-st.

SITUATIONS WANTED.

FEMALES.

WANTED—BY A HIGHLY RESPECTABLE American young woman, a situation, as nurse; has no objection to assist in chamberwork; understands the care of an infant from its birth; also, a neat, competent young woman, as seamstress; can cut and fit children's dresses. Any lady or family requiring such help, will find one or both an acquisition. Apply at No. 378 6th-av., up stairs.

WANTED—BY A GENTEEL PROTESTANT GIRL, with excellent City reference, a situation as nurse and chambermaid; can do the washing and ironing of the nursery; will travel with a lady and child; wages, $7. Also, a cook, who makes pastry and soups, and understands baking; wages, $9. Call at No. 216 East 23d-st., for three days.

WANTED—A TRUSTWORTHY, COMPETENT woman without incumbrance, who is a thorough seamstress and fully understands housekeeping, wishes to engage in a gentleman's family or in some institution where her services would be available; has 12 years' high character in this City; can be seen at No. 77 West 19th-st.

WANTED—SITUATIONS BY TWO COMPETENT young women, in City or country; they are neat and economical in their duties, and well recommended; one as cook and to assist in the washing and ironing; the other an excellent chambermaid and waitress, or nurse and seamstress; could fill a place as laundress. Apply at No. 378 6th-av., up stairs.

WANTED—A COOK'S SITUATION, BY A REspectable young woman; will assist with washing and ironing; understands her business in all its branches; is particularly neat, and has the best of City reference. Apply, for 2 days, at No. 270 10th-av., between 27th and 28th sts.

WANTED—A SITUATION IN TOWN, BY A REspectable woman, as first-class cook; understands her business in every branch—soups, pastries, game, &c.; is a good bread and biscuit baker; would go by the day, week or month; best of reference. Call, any day this week, at No. 201 12th-st., near 1st av., front basement.

WANTED—A SITUATION, BY A RESPECTABLE woman as first-class cook, who thoroughly understands her business; can cook all kinds of soups and game. Address No 101 West 19th-st., in the basement—can be seen for three days. Best City reference can be given.

WANTED—A SITUATION BY A RESPECTABLE woman as chambermaid or waitress, or would do chamberwork and assist with the washing and ironing; she can get the best of City reference from her last place. Can be seen till suited at No. 220 East 23d-st., third floor, back room, No. 3.

WANTED—A SITUATION BY A RESPECTABLE young woman, to do the cooking of a small private family; no objection to assist in the washing and ironing; is a first-rate baker of biscuits and pies; understands making cake. Apply at No. 91 East 16th-st., for two days of the week if not engaged.

WANTED—A SITUATION, BY A PROTESTANT woman, as chambermaid and laundress, or to do chamberwork and waiting. Is willing to make herself generally useful. Has the best of recommendations. Can be seen, for two days, at No. 55 3d-av., in the millinery store.

WANTED—A SITUATION BY A RESPECTABLE young woman as nurse and seamstress; can cut and fit children's clothes; has no objection to do light chamberwork; the best of City reference given. Call at No. 11 West 31st-st., for two days.

WANTED—A SITUATION, BY A RESPECTABLE young Protestant woman, as competent waitress in a private family; she perfectly understands her business, and can give the best of City reference if required. Call at No. 103 West 16th-st., between 6th and 7th avs., in the basement.

WANTED—A SITUATION BY AN EXPERIENCED woman; she is a good cook, and would assist with washing and ironing, and can do the baking of a small private family. The best of City reference from her last place. Call, for two days, at No. 62 21st-st., corner of 6th-av.

WANTED—A SITUATION BY A NEAT, TIDY AND respectable girl as chambermaid and waitress, nurse and sewer; perfectly willing to make herself generally useful. Wages moderate. Apply at No. 3 Myrtle av., Brooklyn, where first-class domestics can be obtained.

WANTED—BY A RESPECTABLE YOUNG WOman, a situation as laundress or chambermaid, or assist in the washing and ironing; is a competent person; has got the best of City reference. Can be seen for two days at No. 85 East 15th-st.

WANTED—A SITUATION FOR A VERY RELIable, faithful servant, highly recommended as good plain cook and an excellent washer and ironer, or to do housework; is a hardworking, economical girl, and will try to please. Apply at No. 58 Atlantic-st., Brooklyn.

WANTED—A SITUATION BY A RESPECTABLE Protestant girl as good cook, and to assist in the washing and ironing; thoroughly understands her business in all its branches; good City reference. Apply at No. 74 West 24th-st., for two days.

WANTED—BY A RESPECTABLE YOUNG WOman, a situation as waitress or to do chamberwork and plain sewing. The best of City reference can be given. Can be seen for two days at No. 33 Warren-st., South Brooklyn.

WANTED—A SITUATION BY A RESPECTABLE young woman to do housework, or as cook, washer or ironer in a small private family; has good reference. Can be seen for two days. Apply at No. 252 8th-av., corner 23d-st., second floor.

WANTED—A SITUATION BY A RESECTABLE young woman to do chamberwork, washing and ironing, or will do housework in a small family; good City reference given. Can be seen for two days, at No. 82 7th-st., first floor.

WANTED—BY A RESPECTABLE WOMAN, A situation in a respectable family as cook; understands her business perfectly in all its branches, and is a good baker; can give the best of City reference. Can be seen for two days at No. 73 West 20th-st., near 6th-av.

WANTED—BY A GERMAN GIRL, A SITUATION as cook in a saloon; no objection to a first-class boarding house, where she would assist in washing and ironing. Apply this day, at No. 414 Broadway, near Canal-st., up stairs.

WANTED—BY A RESPECTABLE PROTESTANT girl, a situation as chambermaid and laundress; has no objections to general housework in a small family. Can be seen at No. 245 West 18th-st., up stairs, corner of 9th-av.

WANTED—A SITUATION BY A RESPECTABLE young woman, of good disposition, as nurse and to assist with sewing; can give the best of references; is a Protestant. Call at No. 81 West 19th st., first door on the second floor, or address a note to E. H.

WANTED—A SITUATION AS PROFESSED COOK, by a French Canadian, in a private family; has the best of City reference; can do all kinds of French cooking—soups, meats, poultry, pies, jellies and desserts. Can be seen at No. 28 4th-av.

WANTED—BY A GERMAN GIRL OF HIGH respectability, a situation as chambermaid in a hotel. Has no objection to plain sewing or occasional waiting. Apply this day at No. 414 Broadway, near Canal-st., up stairs.

WANTED—BY A NICE AND TIDY YOUNG WOman, a situation; she is a good cook and baker, and and an excellent washer and ironer; willing to work, and steady in her habits; has the best of City reference; no objection to the country. Call at No. 275 Bowery.

WANTED—BY A HIGHLY RESPECTABLE PROtestant young woman, who is a capable dressmaker and seamstress, employment by the day, week or month; would not object to the care of one growing child. Good reference can be seen at No. 77 West 19th-st.

WANTED—A SITUATION, BY A PERFECT GERman cook, in a first-class private family; understands French and American cooking, also fine pastries and jellies, all kinds of cakes, &c.; the best of City reference. Address W. M., Box No. 111 *Times* Office.

WANTED—BY A RESPECTABLE PROTESTANT woman, a situation as first-class cook; good City references can be given if required; has no objection to city or country. Call at No. 38 5th-st. Can be seen for two days if not engaged.

WANTED—A PROTESTANT GERMAN LADY OF refinement and capability wishes until March or April, an engagement as a lady's maid and companion to travel to Europe. Call or address M. B., No. 99 East 29th-st.

WANTED—A SITUATION, BY AN ENGLISH Protestant woman, as a good cook; has excellent recommendations, having been five years in her last two places. Apply, for two days, at No. 201 21st-st., between 1st and 2d avs.

WANTED—A SITUATION, BY A YOUNG WOman, as chambermaid and to do fine washing and ironing. Can come well recommended from her last place. Apply at No. 175 East 12th-st., 2d floor, front.

WANTED—A SITUATION BY A PROTESTANT woman as first-class laundress. She can come well recommended. Can be seen for two days at No. 87 East 32d-st., 1st story, back room.

WANTED—BY A YOUNG WOMAN, A SITUATION as plain cook, washer and ironer in a private family, and is a good baker; has the best of City reference. Apply at No 109 West 25th-st., third floor, back room.

WANTED—A DRESSMAKER WISHES EMPLOYment by the day or week; she is an excellent cutter and fitter of ladies' or children's clothing; understands all kinds of family sewing. Apply at No. 104 9th-st.

WANTED—BY A SMART, TIDY PROTESTANT girl, a situation; is a good chambermaid and waiter, and can also do plain sewing; she knows her business, and is well recommended. Call at No. 302 8th-av., near 26th-st.

WANTED—A SITUATION BY A FIRST-CLASS cook; understands every kind of cooking; private families only apply; has seven years' City reference. Apply at 8 5th-st., two or three doors from the Bowery.

WANTED—A SITUATION BY A RESPECTABLE Protestant girl, as seamstress and chambermaid; has the best of City reference. Can be seen until suited at No. 299 West 18th st.

WANTED—BY A RESPECTABLE WOMAN, A situation as good plain cook in a small private family. Can give good City reference. Can be seen for three days at No. 127 West 34th-st.

WANTED—BY A COMPETENT PERSON, A SITuation as monthly nurse. References can be obtained at No. 54 West 38th-st., or at No. 34 Clinton-place.

WANTED—A SITUATION BY A YOUNG AMERIcan girl, as plain sewer, either to go out or take the work home. Call at No. 114 av. D. for two days.

EMPLOYERS OF FIRST-CLASS FEMALE SERVANTS—WESLEY'S Select Female Office, No. 292 4th-av., between 22d and 23d sts., continues to furnish the best class of experienced, reliable and well-recommended American, English, Scotch Protestants and others in all departments, no exertion being spared to secure the best. A continuance of respectable up-town and country patronage is earnestly solicited. N. B.—20 smart Protestant girls wanted immediately at highest wages. A lady in attendance.

ALL FAMILIES WANTING GOOD SERvants—Germans, Irish, Scotch, English, &c., call at the large Institute and Home of Domestics, No. 133 11th-st, corner 6th-av. This extensive place has abundance of civil, capable help to suit all, at moderate wages. Conducted by a respectable American lady. Call and see.

FRENCH AND GERMAN, AND EVERY OTHER kind of servants, may continually be obtained at the rooms of the Employment Society, Nos 13 and 14 Bible House, 8th-st., between 3d and 4th-avs. A lady who speaks French and German in attendance.

The New-York Times.

NEW-YORK, THURSDAY, FEB. 17, 1859.

THE NEW-YORK TIMES.

The DAILY TIMES is published every morning:—Price Two Cents served at 12½ cents a week; mailed Six Dollars a year.

The SEMI WEEKLY TIMES—Three Dollars a year: two copies, to one address, for Five Dollars.

The WEEKLY TIMES—Two Dollars a year; ten copies, to one address, for Twelve Dollars; twenty copies to one address for Twenty Dollars. *Any person sending us a Club of twenty or more will be entitled to an extra copy.*

Terms—Cash invariably in advance.

All letters to be addressed to the "New-York Times," New-York City.

Amusements this Evening.

LAURA KEENE'S THEATRE—Our American Cousin—Jenny Lind.

WALLACK'S THEATRE—The Veteran, or France and Algeria.

BURTON'S NEW THEATRE—Our Female American Cousin.

NIBLO'S GARDEN—Nixon & Co.'s Great Equestrian Corps.

PURDY'S NATIONAL THEATRE—Our American Cousin—Tom Cringle.

BOWERY THEATRE—Armorer of Tyre—La Tour de Nesle—Jumbo Jum.

BROADWAY THEATRE—Paul Pry—Raffaelle—Hunting a Turtle.

BARNUM'S AMERICAN MUSEUM—Madame Elvira—Ethiopian Minstrels, &c., &c.

WOOD'S BUILDINGS—Select Negro Minstrelsy.

BROADWAY, NEAR BLEECKER-STREET—Banvard's Destruction of Jerusalem.

Mails Close at the Post-Office.

North—Albany, Buffalo and Canadas	3 P.M.
North and West Way Mail	5½ A.M.
Western Mail *via* Erie Railroad	5½ A.M. and 3 P.M.
South and Southwestern Mail	7 A.M. and 4½ P.M.
East for Boston, by Railroad	5½ A.M. and 1½ P.M.
East for Boston, by Steamboat	3 P.M.

The Overland Mail for California leaves St. Louis every Monday and Thursday, at 8 A. M. Letters designed for it should be marked "Overland, *via* St. Louis."

The Overland Mail from St. Joseph, (Mo.) to Placerville, *via* Salt Lake City, leaves St. Joseph every Saturday, at 8 A. M. Letters should be marked "Overland *via* St. Joseph."

Ocean Mail Steamers.

The European mails by the *New-York*, hence for Southampton and Bremen, on Saturday, Feb. 19, will close at the New-York Post-office, at 10½ o'clock of that day.

NEWS OF THE DAY.

The proceedings of Congress yesterday were interesting, and in some respects important. In the Senate, the Consular and Diplomatic Appropriation bill was taken up and debated. A motion, made by Mr. Clay, of Alabama, to strike out the appropriation of $75,000 for the expense of sending back to Africa the negroes of the slaver *Echo*, was lost by 40 against 10. The bill was then set aside for the present, to give an opportunity to Mr. Pugh, of Ohio, to offer and speak upon an amendment. The bill, as it at present stands, appropriates an aggregate of $1,012,745. The Cuban bill then came up as the special order, and Mr. Thompson, of Kentucky, addressed the Senate in opposition to the proposed acquisition. His remarks were spiced with humor and sarcasm. In the House the bill to increase the number of Surgeons, Assistant-Surgeons and Pursers in the Navy, was laid on the table. Mr. Stephens, of Georgia, reported from the Committee on Territories a bill providing for a temporary Government in Arizona. Two amendments were proposed looking to the future foundation of the State Government, and prescribing a certain method of proceeding, and another providing that the country should always be free from Slavery, as when acquired from Mexico; when the whole subject, on motion of Mr. Kilgore, of Indiana, was laid on the table, 121 against 78. Mr. Stephens then successively reported bills for the organization of temporary Governments in Dakotah and Jefferson, but they were both also tabled. The action of the House is a pretty certain indication that no new Territorial Governments will be authorized during the present session. The Senate's amendments to the bill granting public land to the States to provide for the founding of agricultural colleges, were concurred in. The principal amendment allows every State having an increase of representation under the census of 1860 twenty thousand acres for each additional representative. The Senate's amendments to the Indian Appropriation bill were considered in Committee of the Whole, and the one transferring the Indian Bureau from the Interior to the War Department was rejected. The House subsequently concurred in the action of the Committee.

It is now believed that there is not the slightest probability of the House Committee of Ways and Means being able to agree upon any Tariff bill during the present session of Congress, and it is expected that an effort will be made to bring a Tariff measure directly before the House, without any agency or interposition on the part of the Committee. The President is understood to be in very bad humor in reference to the matter, and it is believed he will soon send in a Special Message berating Congress for idleness and factiousness.

Contrary to expectation, the Sherman Investigating Committee did not report yesterday. It is thought they will certainly be able to report by to-morrow, as they held their last meeting last night. The developments foreshadowed in the Times of yesterday created a great sensation in Washington last evening, and several members of the House expressed a determination to call for an inquiry with reference to them. The Printing Investigating Committee, it is understood, will not be able to report this week. Some very curious developments may be looked for when the testimony is made public.

It will be recollected that the Commissioner of Patents a short time since overruled the application of Mr. McCormick for an extension of his patent on reaping-machines. He has written out at length his reasons for refusing a renewal. The patentee realized from his patents of 1845 and 1847 the sum of $1,297,915, which the Commissioner considers ample compensation for the ingenuity and trouble expended, taking into consideration the fact that the great feature of the patent of 1847—the reaper's seat—is still the property of Mr. McCormick, and can be used only subject to his terms.

In the State Senate, yesterday, the Metropolitan Police law formed the basis for three reports from the Select Committee on the subject—one in favor of unconditional repeal, the second fully indorsing the law, and the third recommending certain amendments in order to obviate political objections. A bill was introduced by Mr. Spinola to prohibit the location of any Quarantine buildings in Kings County. In the Assembly, various bills were reported favorably,—among them the one to create a new ward in this City out of parts of the Twelfth and Nineteenth, and the one to protect gas consumers. Notice was given of a bill to establish People's Courts in this City, to have jurisdiction in suits involving $15 and under. Notice was also given of a bill to authorize the Governors of the Almshouse in this City to destroy infants with strychnine, instead of subjecting them to the slower process of starvation, or poisoning them with opiates, administered by ignorant and unscrupulous nurses. The Canal Appropriation bill was then debated in Committee of the Whole.

The mails by the *Indian*, at Portland from Liverpool, Jan. 26, were delivered at the Post-Office last evening. They bring the announcement of the death of Hallam, the learned historian, which occurred at London, Jan. 22. The centenary homage to the memory of Burns was rendered in nearly every town of England and Scotland. The celebration at the Crystal Palace at Sydenham, was on the most extended scale; the prize poem, which emanated from an unknown hand, eliciting the warmest approval. The news of continental politics has been principally superseded by the arrival of the *America*, with later dates.

Another California Overland Mail has arrived at St. Louis, with advices three days later from San Francisco. There was nothing of interest stirring in California. The Oregon Legislature have passed a bill changing the Capital of that new State to Portland.

A Convention of the citizens of Alleghany County, Penn., was held at Pittsburg yesterday, to protest against certain taxation which they have been subjected to, for railroad and other purposes, and to express their determination to resist decrees of the Supreme Court proposing to compel the payment of such taxes. The meeting was very numerously attended and very enthusiastic, and the resolutions adopted were of a very decided character.

The ship *Challenger*, Captain Windsor, of Boston, hence for San Francisco, put back to this port, yesterday, having been dismasted in a hurricane on the 1st of February. Captain Windsor makes a full report of the particulars of the disaster, which are published in the Times of this morning. The *Challenger* is a fine ship of 1,334 tons register, built in East Boston in 1853. She had a full California freight, part of which must be considerably damaged. The ship narrowly escaped foundering on account of the pumps becoming choked with coal, which composed the heavy part of the cargo. She is owned by Whitmore & Son, Boston, where she is insured.

The *ex-parte* Council, which has under consideration the points presented by the dissatisfied members of Dr. Cheever's Church, continued in session all day yesterday. In the morning Prof. Porter replied to the written statement submitted by the Committee from the Church of the Pilgrims, and in the afternoon the Council sat in secret session. A Committee of five was appointed, who will submit their report this morning.

The Board of Councilmen, at a special meeting yesterday afternoon, concurred with the Board of Aldermen in passing the tax levy for 1859.

At the regular meeting of the Academy of Medicine last evening, Dr. John H. Batchelder read a paper with regard to the uses of compressed sponge. No business of public interest was transacted and the meeting adjourned early.

In another column will be found the decision of Mr. Justice Sutherland, denying the motion made by Mr. Hardenbrook, a witness in the suit of Orr *vs.* Hardenbrook, to be discharged from arrest. He holds that as Mr. Hardenbrook was not subpœned to attend before the Referee, he was not compelled to attend, and so is not entitled to a witness' exemption from arrest.

In the Court of General Sessions, yesterday, before Recorder Barnard, the trial of Michael Forrest, for the murder of Christopher Goff, on December 8th, at the corner of Worth-street and West Broadway, was commenced. The testimony for the prosecution, as to the fact of the killing, is incontrovertible, but the counsel for the prisoner relies for an acquittal on the plea of insanity, or at least of justifiable homicide. The case will be continued to-day. The Grand Jury yesterday indicted John and James Glass, and the other persons charged with the murder of Wilhelm Decker, at No. 21 Elm-street. There are now nine murder cases for trial.

Yesterday, 800 bales Cotton were sold at former rates. Flour and Corn were less active. Wheat was held above the views of buyers. Coffee was more sought after. Sugars, Rice, Whisky, Spirits Turpentine, Hides, Sole Leather, Scotch Pig Iron and Beef were in demand. Pork and Lard were depressed. Other branches of trade exhibited no remarkable changes. The total number of vessels of all classes in port was 565.

The Cattle Markets have received a little less than an average supply, the number arriving at all the City markets for the week ending yesterday being 3,014, against an average of 3,676 per week last year. The deficiency in numbers was in part made up by the very superior quality and weight of the bullocks in market yesterday. On the strength of the diminished numbers the brokers, who had purchased most of the cattle, succeeded in advancing the prices about ¼c. ₩ lb, net weight, on the average rates at last week's market. Mutton is scarce and higher, which adds to the demand for beef. A new feature in the live-stock trade is noticed in our report of this morning. An enterprising Yankee (of course) has commenced—*à la* cattle drovers—buying up live geese and turkeys all the week, driving them to the railroads, and sending them on, in double-decked cars, unslaughtered. They of course arrive here in much better cooking condition than when killed and packed in boxes and barrels. The success of the first attempts indicate that this will, ere long, become an important branch of trade. We hope the next move will be to catch deer and send them on alive, and thus give Eastern people a chance for once to know how fresh venison tastes.

European Affairs.

The news by the *America* is only so far definite as to the advancing complications of matters abroad as to make it plain that France is more fully than ever committed to the leadership of Europe on the question of Italy and the East. The attitude of the Emperor Napoleon is already producing its natural effect; and would even seem to have begun to affect the position of Prussia and Germany, which is less decided in support of Austria than it seemed to be a month ago.

So far as anything can with confidence be predicted upon the confused information which so accurately reflects the perturbed condition of the European mind, it may therefore be said that the tendency of things appears now to be in the direction of peace. For peace depends upon the accession of Austria to the legitimate demands made upon her by France in the interest of Europe; and everything which favors this result is so much gained for the prospects of peace. But we must not expect any decisive light upon the present imbroglio before the arrival of the steamer which left Liverpool on Saturday last, the 12th instant, and which is bringing us the speech of the Emperor Napoleon, made before the Legislative Assemblies of France on Monday, the 7th. For however guarded the Emperor may have been in his discourse on that occasion, he can hardly have failed to give France and Europe some practical inkling of the temper in which Austria has received his pressing demands.

The chaotic intimations of the tidings before us fully confirm the view which we have already urged upon our readers, that the Emperor Napoleon will on no terms recede from his position. He is pushing his warlike preparations with an energy and *éclat* which illustrate alike the tremendous resources of the Empire, and the resolution of its ruler not to suffer the great Austrian problem to remain much longer unsolved. For forty years the Austrian policy has been the perplexity of Europe. One by one the allies of Austria have been alienated from her side; and never was there so fair an occasion as is now presented for bringing her to recognize facts which have for years been plain to all the world beside. That the English Government begins to appreciate this, is indicated by the rumor that England is now urging upon Austria the propriety of submitting her difficulties with France, Russia and the other Powers, parties to the treaty of Paris, to a new European Congress at London. Should Austria accept this proposition, things will rapidly resolve themselves. For however disposed Austria might be to protract the Summer in diplomatic conferences, she is dealing with a Sovereign too astute to suffer her to delay his action by subterfuges and chicanery. A Congress at London would either release Italy from the Austrian influence, and relieve Lombardo-Venetia from her most pressing evils in a very short time, or it would break up rapidly with an open outburst of hostilities.

Those who have any stake in the turn which the politics of Europe may take for the Summer, must not permit themselves, we repeat, to imagine that any positive idea of the drift of things can be obtained before the Legislative discourse of the French Emperor shall reach us. The news by the steamer of the 5th, due at the end of this week, and sailing two days after the opening of the British Parliament, must, in all probability, be only indecisive and preliminary.

Senator Hunter on our Fiscal Policy.—There is in Mr. Hunter's recent speech in the Senate, on the tariff resolution of Mr. Bigler, a great deal of sound sense which commends itself to the attention of every reader prepared to regard this important subject independently of party feeling or previous prejudice. We do not assent to all the views of Mr. Hunter, but we go with him most fully in his opinions on the absurdity of the claim that the most important interests in the Union should be taxed for the special benefit of the State of Pennsylvania. The Senator placed the matter precisely where the Senate, and indeed both Houses of Congress, should keep it. It is a relief to find that in his able and statesmanlike review of the question there is no mention made of party politics—no allusion to "Black Republicans,"—no saving clause in favor of Democrats. It was, in fact, a gentlemanly speech, and therefore a somewhat rare one in Congress.

Mr. Hunter's views in regard to the proposition to alter the Tariff, for the purpose of bringing the means of the country up to a level with its liabilities, are judicious and just. The true policy is clearly to reduce the expenditures as nearly as possible to the level of the resources. There can be nothing more obnoxious to commerce, or more inimical to the mercantile interests of a country, than the frequent tinkering of its Tariff. Stability in respect to the charges in the selling ports is of the greatest consequence to the merchant, whose business would otherwise partake more of the character of speculative gambling than of sound commercial operation. He could never undertake transactions, occupying in their consummation any considerable portion of time, if he found himself unable to rely upon the duration of a Tariff from one session of Congress to another, and especially if it becomes the rule to advance the duties to meet every deficiency in the revenue, or to reduce them in proportion as the Treasury becomes full again.

With Mr. Hunter's views in regard to the superiority of the *ad valorem* system over that of specific duties, it is needless to say that we do not agree. We have already expressed our reasons for preferring fixed rates of duty on most articles of import, and we have yet to see any sound arguments put forward in favor of the sliding scale belonging to the *ad valorem* plan. Mr. Hunter's argument that "specific duties make the consumer pay more when he can less afford it and less when he is best able," proves nothing, when it is remembered that specific duties will, on most articles, make the consumer pay less than he did before under the *ad valorem* system, besides, (which is of much more consequence) withdrawing the invitation to false swearing which seems to be inseparable from *ad valorem* taxation. Specific duties, even at somewhat reduced rates, would, we believe, soon furnish more revenue than is to be obtained from *ad valorem* duties at high rates, since no imports could evade a fixed Tariff, and the expense of collecting the revenue would be very materially diminished. This last item, by the way, is particularly pertinent to the question just at this time.

The Slaughter of the Innocents.

The City of Trieste, the New-York of the Adriatic, was long infested with a plague of small dogs. Dogs murdered sleep at night with their unremitting howls; dogs bit stray children in remote courts and alleys; dogs went mad in the Summer heats, and carried terror through the crowded quays and highways of the populous town. The municipality of Trieste at last resolved to make an end of this. They passed an ordinance that every steamer which left the port should take out with her a certain number of the obnoxious little brutes, and that, after making a certain specified distance, the mariners should incontinently heave the victims overboard. The ordinance was obeyed—(for there are cities in the world in which this phenomenon is still to be observed;)—thousands of yelping curs found a silent grave in the waters of the Northern Adriatic, and Trieste was liberated from a great and growing annoyance. But strangers and sojourners in the land, when they chanced to find themselves on board one of these floating shambles, could hardly repress a shudder of disgust at the apparent cruelty of the process. What, then, must be the feelings of the traveler through these United States, who finds that in the Empire City we virtually mete out to the wretched orphans of humanity the measure dealt by Trieste to her dogs?

The attention of the public was called, a few days since, to the condition of the foundlings thrown upon the charity of this City, and dispersed by the Board of Ten Governors among the poorer classes for support and maintenance. It was asserted, with no little acrimony, that these unfortunates were dying among us like blighted sheep every day and week of all the Christian year; that they were huddled away, out of sight, as soon as found, and consigned, with inhuman carelessness, to certain disease and suffering; to an early death, or a life so poisoned at its source that death itself were better far for soul and body both—saving the one from years of pain, the other from ages of degradation.

The Committee of the Governors, naturally excited by these charges, on Saturday last, accompanied by members of the Press, made a visitation of the foundlings through a part of the City districts. The report of this expedition is one of the most humiliating pictures of our boasted social organization which has ever been set before us. Children were found in all stages of disease. Lustreless eyes, livid skins, heads unnaturally developed, limbs shrunken and withered, marked nine in ten of these hapless little creatures. Some were found stifling in close and fetid garrets, some hidden away in filthy cellars. The abject misery of their condition in the majority of instances, appears by no means attributable to any special want of humane will and womanly tenderness on the part of the poverty-stricken souls upon whom this great Metropolis has thrust the awful responsibilities of a mercenary maternity. On the contrary, the dreary gloom of the scenes through which we follow the Committee is constantly relieved with gleams of pitying kindness, lavished by the starving nurse upon her starving foster-child, infinitely more touching than all the pathos of impassioned romance. If we have to shudder at instances in which some wretched woman beset with want and care drugs the child she has been hired to put out of the City's way, we must remember that the "charities of poor to poor" are after all no more universal than the charities of rich to rich, and that misery has driven many a natural mother to the like unnatural deeds. It is not our City nurses that we ought to brand as the guilty parties in this slow massacre of the innocents. Nor yet the Ten Governors. For the Ten Governors are but the City's almoners. They must be chary of the City's funds—for charity "grinds no axes," and as there is no party in interest to be created here by extravagant jobs and wasteful contracts, the Governors must take heed to their accounts. It is only in giving alms that our municipal right hand may know what the left hand doeth.

The Ten Governors are bound to find nurses who will nurse not well but cheaply. Who cares for a few infant lives, more or less, in a question of taxes? And certainly our taxpayers cannot quarrel with the extravagance of the pay which these poor forlorn women receive. For each child surrendered to the mercies of poverty and neglect, with the certainty of typhus fever and the chance of laudanum, we are charged only *one dollar per week*—a rate at which it would not be easy to keep a thoroughbred pointer in perfect condition. The present system has the merit of economy. Does that reconcile our readers to the thought that the Rotunda of the Park has been made a sort of *teocallis*, on which infants are weekly sacrificed by the score to the demons of ignorance and incapacity? If the highest object of a Christian people should be to rid themselves of these sad little waifs of suffering or of sin as fast as they are thrown upon the world, then we can desire no change in our existing arrangements. We are dealing as successfully with our foundlings as Trieste does with her dogs. But if humanity, and Christian justice, and common decency, are to govern our institutions, then it is clear that the report just laid before us demands the immediate establishment of a Foundling Hospital, properly organized, properly administered, and guarded by all necessary precautions against the abuse of its privileges.

Canal Repairs.—The annual expense of keeping the canals in repair has not been far from $700,000. Heretofore the expenditure of that money and the oversight of repairs have been committed to officers styled Superintendents. Of these there was one for each "section," which term indicated a portion of the canals of convenient extent, say twenty or thirty miles. The Superintendents received their appointments annually from the Canal Board; and although their salaries were moderate—say $800 or $1,000—the post was eagerly coveted, as it conferred the power of some minor appointments, and involved the expenditure of considerable money. It is needless to say that, under such conditions in respect to appointment, the Superintendents were usually selected with regard to their political services and qualifications chiefly. Consequently the work which it was their duty to perform was done as politicians might be expected to do it. Contracts for supplies naturally went to the friends of the Superintendent; and if he hired any laborers who would not vote "right," he fell into disrepute with his party. In all counties traversed by canals he was expected to carry the election with the means placed in his hands, unless the preponderance of the adverse party was enormous. In this important service he had the assistance of a small army of scow-men, lock-tenders and foremen, appointed by himself, whose places depended upon their efficiency at the polls. But this system received a severe blow five years ago. In 1854 an act was passed virtually abolishing the office of Superintendent. It directed that the section, so fast as the enlargement should approach a certain stage of completeness, should be let, for the purpose of repairs, to the lowest bidder—the contracts entered into under such bidding to continue three years. Previous to the present year, only six sections had thus been let. Early this Winter the Contracting Board let six more; and on Monday, by a unanimous vote, the remaining sections, fifteen in number, were added. The duties heretofore imposed upon Superintendents, so far as they do not fall upon the contractors, are mainly devolved upon the Resident Engineers, who will be required to see that a good navigation is kept up, and that the State is honestly dealt with by the contractors. The new system is certainly a great improvement, and, if not perfect, is vastly better than the old.

Staten Island Dividends.—There is an interesting process of division going on at the State Capital relative to the responsibilities of the Sepoy war. A dividend was declared the other day, as against the State at large, to the amount of Governor King's military expenses at Quarantine. The Sepoys say that, having burnt down the buildings, they have been able to see no use in placing troops upon the ruins. Perhaps they are right. We are by no means sure they are not. At all events, they aver that the military went there by no request or desire of theirs; and here they are undoubtedly correct. Consequently their opinion is that the State and not Richmond County should pay the costs of the campaign. The State will good-naturedly acquiesce, beyond all doubt. Then comes up the question as to paying for the burnt edifices. It is not at all likely that the people of Genesee and Niagara and Chatauque, who, unfortunately, lived too far away to share the fun, will consent to be taxed to pay the bill. Staten Island feels in her bones that she is expected to settle this little matter herself. The thing is brought home to her, and we regret to say disturbs the unanimity which has hitherto so happily characterized that lamb-like community. The back towns begin to inquire if all parts of the island are expected to pay alike. Must the remote hamlets which lie toward Sandy-Hook, and the secluded oyster ports on Kill Von Kull be taxed equally with those privileged to kindle the first torch and pitch out the first sick woman?

Forbid it, justice! What is now claimed in behalf of Sepoys, remotely located, is that the levy to be imposed upon them as incendiaries, to the propriety of which, in the abstract, they have too much good sense to object, should be apportioned with due regard for the equities of position and neighborhood. If this unexceptionable demand should lead to anything like a divided house, the civilized world would have great reason to mourn. Up to this time the cordial unity of the Sepoys has been beautiful to behold, not a man, woman or child in Richmond County having, as yet, expressed the slightest disapprobation of the Quarantine outrage in September.

The India Rubber Controversy.—A very large portion of our space is occupied this morning by one of the parties to the interminable India Rubber controversy, which has engaged more or less of public attention for the last ten years. It seems that Mr. Horace H. Day, whose connection with this manufacture is well known, applied to the United States Courts for injunctions to restrain certain venders of elastic woven rubber goods from importing, manufacturing or selling the same, and based his motions on the ground that by grants from Goodyear, the patentee, he had obtained the exclusive right to the manufacture and sale, and to license others to manufacture and sell the goods in question. The decision we publish to-day, and it will be seen that the Court, in denying the motions, decided that Day had no right whatever in regard to these goods, and that his privileges as maker, seller, importer or licenser, were confined exclusively to the "shirred or corrugated goods," made according to the patent issued to Goodyear, dated March 9, 1844, and granted to Day by agreements with Goodyear, dated October 29, November 5 and December 5, 1846. The exclusive title to all elastic goods (with the exception of the shirred goods above-mentioned—the title to which is in Day—and of suspenders, the title to which is in the Nashawannuck Company,) is vested in Wm. Judson, Esq., Goodyear's Attorney and Counsel.

On the other side of this controversy, we shall publish to-morrow the argument of Hon. B. R. Curtis, of counsel for Mr. Day, which will present the other side of the case with clearness and force.

PERSONAL.

The Governor and Council of Massachusetts have appointed S. B. Hanscom, Agent to prosecute the Massachusetts Claim at Washington during the present session of Congress, under the authority of a resolve of the Legislature recently passed.

The man Donovan, who was recently convicted in Philadelphia of an assault upon J. M. Church, a member of the Legislature, and sentenced to three months' imprisonment and a fine of $200, has been pardoned by Governor Packer.

The following named gentlemen have been appointed Trustees of the Pennsylvania Lunatic Asylum, viz: Dr. Thomas S. Kirkbride, Philadelphia; Dr. John M. Atlee, Lancaster; and Jacob R. Eby, Esq., Harrisburg.

The officers and crew of the United States ship *St. Marys*, on station at Acapulco, have sent to Boston the sum of $130, their contribution to the Mount Vernon Fund.

The Troubles in Dr. Cheever's Church.

Second Day's Proceedings of the Ex-Parte Council.

Public Discussion Closed, and the Points of the Appellants Presented.

THE REV. DR. CHEEVER'S PROTEST.

The Council convened promptly at 9 o'clock yesterday morning, and after being called to order by the Moderator, the Rev. Dr. Dwight, prayer was offered by the Rev. Dr. Hawes.

The Moderator then asked whether the Church of the Puritans wished to make any further statements to this their Committee.

Deacon Gilman, Chairman of the Committee, said that the word "customary," when applied to the letters of dismissal, meant such letters as were usually given by the Congregational churches through the country. The form adopted in the communion to which he belonged varied from time to time, and was probably taken from the letters of dismissal used in one of the Presbyterian churches of the City. The main point is, that the certificate should state that the member to which it is given is in regular standing, and that is all which is necessary. Deacon G. stated further, that some time ago, at the request of one of the Prudential Committee, the form was in one instance varied from. The Church has a right to vary it from time to time. Allusions have been made to the refusal to grant a Council. It was refused on two previous occasions to the one now in question. On the two first occasions it was asked for on entirely different grounds from those which were stated the last time.

Dr. Bacon interrupted the speaker, and said all they wanted to know was, why the Mutual Council last applied for was refused.

Deacon Gilman replied that probably it was asked for on trivial grounds.

Benjamin K. Phelps, Esq., the Clerk of the Church of the Puritans, then read a written statement which embodied the reply of that Church to the points set forth in the document read by Professor Porter last evening.

It insists that each Congregational Church has a right to use whatever form of letter they please without interference. The form finally adopted was agreed upon after mature deliberation as a compromise between those who desired the appellants should be disciplined and those who were opposed to such extreme measures. The Church felt that they were giving such letters as would admit the brethren into any Church to which they chose to go, and they did not feel they were doing any wrong in exscinding those who had offended and joined themselves to other churches, for those churches were able to judge of the fitness of those individuals for communion with them. When those letters had been repeatedly returned the excision was performed. A departure from all precedent was allowable in a case which was entirely without precedent, and which was anomalous. The document concluded with reasserting the position that the whole case turns on the question as to whether a Church may in extraordinary cases adopt extraordinary measures.

Mr. C. J. Warren said that the document which had been presented, was written at a late hour last night, and with the exception of a few sentences, met with his personal approbation. The feelings of the Church were in favor of giving such letters as would be sufficient to admit the withdrawing members into other churches. The statement that the church had a right to give such letters as it chose, should, of course, be qualified by adding, provided the letters are within the bounds of Christian propriety. The church should never descend to licentiousness. Mr. Warren said, that on one occasion a gentleman, a clergyman whose life was not altogether exemplary, received a letter of dismission, which was qualified at Mr. Wood's suggestion, and in consequence of that deviation from the regular form, the gentleman was not admitted to the Brooklyn Church to which he was recommended.

Prof. Porter asked whether Mr. Warren was aware of there having been any deviation from the printed form of the letters, save in the case of Mr. Hatch, and of these appellants in this Council.

Mr. Warren replied that he was not aware of any deviation having been made in any other cases than those alluded to.

Prof. Porter repeated the question to bring the fact prominently before the Council, and Mr. Warren made the same reply.

Mr. Warren further said that the church in taking the action it did had no intention of cutting off the brethren from the church, or of preventing their being received by other churches. If the Council wished to have information on the abstract question of the propriety of giving members other than the full letters of dismissal, the Committee to which he belonged could give no light on that subject. If they wished to ask whether it was proper in this particular case to modify the form of the letters, it would be somewhat difficult to defend the course which had been taken without going into the circumstances antecedent to the application.

The Clerk then proceeded to read extracts from the minutes of the meetings in which the application for dismissal was acted on. It was objected to on the ground that it might introduce matter which would necessarily lead to the transgression of the limits the Council had assigned itself.

Drs. Bacon and Thompson wished that the extracts should be read, and Dr. Porter opposed it, not because the gentlemen whom he represented shrunk from their being read, but because it might oblige them to introduce testimony to show the spirit in which the meetings were called.

Deacon Gilman insisted that the letters were given with no intention to censure the brethren to whom they were granted.

Dr. Buddington, of Brooklyn, asked whether he intended to say no censure whatever was implied.

Deacon Gilman replied that the letters meant all they said, though there might be as many different opinions as there were individuals in the church.

As the discussion was becoming general, the Moderator decided that the records must be read, as they composed simply a written summary of the proceedings of the meetings which resulted finally in granting the letters, and that they comprised simply the *res gestæ* of the controversy.

The Clerk then read at length the official records of the steps taken by the Church in the matter.

Dr. Thompson called attention to the fact, developed by the reading of these documents, that a spirit of censure and reproach towards the brethren which was rampant in some minds previous to this final action was all then voted down.

Professor Porter said that Dr. Thompson, in stating a fact, had entered into an argument.

The Moderator said these comments would come more appropriately after the Committee had concluded the presentation of their views, and the Council had got through questioning them.

In reply to some questions the Clerk stated that each applicant asked for letters of dismission for himself and family in the usual form. The requests came separately and not in a mass.

Dr. Bacon asked whether these applicants had in effect severed their connection with the Church of the Puritans when they applied for their letters by attending other churches, and if so how long before had they begun attending those churches.

Deacon Gilman replied that appellants could answer that.

Dr. Porter said it was alluded to in the body of the pamphlet. There was no objection to a full answer being given if desired.

Mr. Abbott, of the Broadway Tabernacle Church, asked whether letters were given females in the regular form, at the same time that they were given males in the modified form.

The Clerk, Mr. Phelps, replied that there was no objection made to the females receiving regular letters. The others were given under the special direction of the Church, in consequence of the objections which were made.

The Rev. Dr. Storrs repeated some questions which had already been asked.

Dr. Porter then proceeded to reply to the statement made by the Committee. He first asked whether the protest of the members against the action of the Church, which was one of the last communications made by the exscinded members, was presented to the Church as a body.

The Clerk replied that the protest was received by him.

Prof. Porter asked what became of the protest finally—did it or did it not reach the Church?

The Clerk, Mr. Phelps, replied that it did not, as it was not considered necessary that it should be presented.

Prof. Porter asked by whom was it not considered necessary?

Mr. Phelps replied that it was considered unnecessary by himself and some other members of the Church.

Prof. Porter continued to press the question as to who gave the advice to suppress the protest.

Mr. Phelps finally said that he was not on his trial, and that he could not submit to be questioned in that manner.

The Chair thought this course of interrogation was out of order.

Dr. Bacon thought the Council had nothing to do with the Prudential Committee of the Church, or its Pastor.

In reply to a question from Dr. Porter, Mr. Wood submitted the regular form of certificate, which he said was adopted formally by the Prudential Committee, and which was used the eleven years that he was a member of the Committee. It agreed with the printed form. Only in one instance had that been deviated from, and that was in the case of Mr. Hatch. He stated personally to Mr. H. the grounds of his objection to his receiving a full letter, and he indorsed upon the back of the letter the reasons why he was unwilling that he should receive it. By special agreement Mr. Hatch took the letter. Subsequently, Dr. Cheever, undoubtedly through forgetfulness, was about giving Mr. Hatch a regular letter, which would have taken him into the Rev. Mr. Beecher's Church. Mr. Wood said he objected to its being given him and he did not receive it.

Mr. Phelps said on behalf of Mr. Hatch, who was present, that it was true the letter he received was not in the usual form, but that he was refused admission to Mr. Beecher's Church on other grounds than an informality in the letter.

Prof. Porter then proceeded with his argument in answer to the statement of the Committee. He said that he had been reluctant to have anything to do with this quarrel, and was finally induced to undertake the cause of the appellants, as the members of the Council were undoubtedly induced to sit, from the great importance of the principles involved, to Congregationalism, both in this City and through the country. The question presented is not entirely an abstract one as to whether modified letters can be given. It is also a question as to whether this particular Church were justified in the action they took in refusing regular letters. Professor P. said, with reference to the first point presented, that the Church adopted rules at the time of its organization, and that these rules—the ninth, for instance—recognized "customary certificates." The language is too explicit on that point to be doubted. Deacon Wood testifies that such certificates were adopted. This is an important matter of fact. Now, it appears that under exciting circumstances a deviation was made. The question then comes up, are the applicants entitled to regular letters? If they were not, there must have been reasons. These reasons are presented in two ways: First, in the documentary evidence already offered on the part of the appellants; and Secondly, in the statement presented by the record of the Church. In the sixth reason the clerk has given, he has stated that the circumstances were peculiar, and that the [illegible] took the application out of the jurisdiction of the standing rule. Now, the rule prescribes its own operation. If there is any objection, it is offered for the purpose of raising the question whether a brother is entitled to the letter. If the objection is invalid, or overcome, the applicant must receive a regular letter, if he receives any at all. It appears, from the records of the Church, that its members were in so great a state of excitement that some thought the offenders could be exscinded without trial, others saw the impropriety of such a course. The Clerk contends that these objections not being removed, a new case was made. This argument is somewhat specious. The rule means that the majority shall simply decide on the old Puritan method, whether the offenders are to be disciplined or not. The Church decided by granting the modified letters, which they did finally give, that those to whom objections were made did not deserve discipline.

It is asserted that the letters were good and sufficient letters. That they were good and sufficient to admit those to whom they were given, to this and that Presbyterian Church, may have been true; they were also good and sufficient to express what the Church had no authority or right to express—censure upon those who should not, under the circumstances, have received it.

In cases of Church discipline the majority always claim that the circumstances are peculiar under which they act, and this is the very reason that a mutual Council is in such cases required. Because the Church was so confident they were right was but a poor reason for refusing to call a mutual Council. Professor P. then called attention to the second point which the Council was to consider. Is it or is it not a violation of the rules of the Church and the rights of Christian brethren summarily to cut them off from its "watch and care," as was done in this case? The first offence, so far as publication was concerned, was in the distribution by the Church of the circular advising the principal clergymen of New-England of the course which had been taken in amending the form of the letters of dismissal. All the succeeding circumstances are well known, and the question now is, have the rights of these brethren been trespassed on? Every member of the Committee but Mr. Gilman assures us that the letters were designed to reconcile conflicting parties in the Church. Mr. Gilman says they were given in good faith. So they were, but in good faith to convey censure, and the question is, had they a right to do so? The issue as to whether these letters would secure admission to other Churches, has never been presented as the main point. We receive these letters, sending us out to the community and branding us with reproach. Because we will not be satisfied with them; because we return again and again, and insist on this censure being retracted, they exscind us from their communion. Does it answer to say that the circumstances were novel; to assert that the majority were at variance, and that this was the only measure which could reconcile them? The usage of our Churches is, if the majority refuse to proceed to trial in such cases, to treat their brethren as if they were *recti in ecclesia*. Professor P. then exhibited the different variations made in the letters of dismission. All we asked for, said Professor P., was a dismissal in the usual form. For our persistence we were cut off as annoyances to the Church. Then the protest which was sent did not reach the Church. Is this treatment such as the minority should expect from the majority, when the former know they are in the right? The good brother who was so frank and outspoken last night revealed the whole cause of the difficulty. It was a body of Church members rallying around their pastor. Professor P. alluded to the fact that Deacon Fairbanks, the person alluded to, was a short time since in the Presbyterian connection.

Deacon Fairbanks asked leave to say a word. He had been a Congregationalist all his days. When he took his letters to a Presbyterian church, he was asked if he believed in Presbyterian doctrines. He replied, "No, not in a word of them." He told them that he liked their minister, and that if their Presbyterianism did not tread on his toes, he would not bother it. [Laughter.]

Professor P. said he was sorry to see that the company which Deacon Fairbanks had been in had corrupted his principles. He proceeded to say that they did not bring up the issue as to whether the difference of opinion between the appellants and Dr. Cheever on the subject of Slavery was sufficient to justify the subsequent action of the Church. That point, it was agreed, should not be discussed. They admired the genius of Dr. Cheever, and respected his heroism. When once this Church of the Puritans, with its pastor at its head, had taken its stand in the forefront of those battling for human rights, they could have wished that it had not stricken down the rights of their Christian brethren at their own threshold; that they had not violated the rights these appellants claim at their hands as fellow Church members and as fellow Christians. It seems quite extraordinary that this Church and its pastor in their zeal for human rights should have overlooked and dishonored the rights of these Christian brethren; that the pastor should have been so indifferent to the rights of his own flock as to have forgotten to defend the minority when they were assailed, and when he might have stood as a tower of strength between them and the majority. If a body of Presbyterians should be swayed as this Church had been its session would never have dared to exscind a few members as these had been exscinded. If a Congregational Church cannot be made to understand the rights of minorities better than this, then let the Congregational polity become what it must become under such circumstances—the laughing stock of the community.

To say that the majority were justifiable in this case, is to say that you can justify any kind of tyranny which the minority are not strong enough to resist. If our Presbyterian brethren offer us their sympathy, let us be able to tell them that we have no need of it; that we have our Church trials, but that they issue as favorably as theirs. Prof. P. said he had often wished that the apostle could again appear, and exemplify the doctrines of Christian toleration as he had set it forth in the Epistle to the Romans. He tells us, in looking at the future of the Church, that there will be differences, and that there is secured to those who hold these differences the right of maintaining them. If our Christianity, with its tolerant spirit cannot be saved; if it is to be absorbed and engulfed in agitation on temporal matters, what is to become of its vitalizing force? Shall we not defend the rights of our Christian brethren and the integrity of our Christianity because its spirit is needed in these times of high political corruption and of shameless public profligacy? Or shall we initiate this shameless profligacy, and when we see the rights of millions struck down, sanction acts so flagrantly transgressing the rights of individuals.

Prof. Porter, after having concluded his argument proposed to read letters from members of the Church of the Puritans which confirmed the positions he had taken.

Dr. Thompson and Dr. Bacon objected to their being read, and the Moderator ruled them out of order.

The Chairman then said that the counsel for the gentleman had presented facts to prove that there had never been modified letters given to any other than those whom he represented, and to one other gentleman who had been named. If there was rebutting testimony to be presented it might now be allowed.

Benj. K. Phelps said that the imputation thrown on the Pastor by the counsel, that he was in favor of the action taken by the Church, was unjust. He held in his hand a protest from Dr. Cheever against that action.

Prof. Porter said he did not intend to give the impression that Dr Cheever coincided entirely with the Church in the action which she took. He regretted that he should not have resisted its proceedings more successfully.

Dr. Storrs, Bacon, Clark and Mr. Abbott argued in favor of receiving the Pastor's protest, and Professor Porter opposed its being read. If it was introduced he should claim as a right the giving of testimony to show that Dr. Cheever had taken action favoring the excision of the members.

Dr. Thompson argued in favor of receiving the paper. Dr. Cheever had been represented as leading on an excited majority, and the gentlemen of the Press would undoubtedly so state it. If they would engage to suppress that portion of Prof. Porter's remarks the difficulty he thought would be removed.

Dr. Storrs questioned Mr. Phelps as to the date and substance of the document he wished to present.

Mr. Phelps said it was not transcribed on the records, but that it was on the files and among the papers of the Church.

Dr. Storrs said he looked upon it as a private paper, and one with which the Council had no business.

Mr. Havens asked the Clerk when the protest came into his possession.

He said that it came into his possession that morning.

Deacon Fairbanks attempted to state Dr. Cheever's position, but the Chair refused to allow him to do so as the Church had not consented to submit to a mutual Council.

Mr. Havens asked whether the Committee from the Church of the Puritans acknowledged the correctness of the statements set forth in the printed brief of those calling the *Ex Parte* Council.

Deacon Gilman replied Yes, as far as they go, and proceeded to make some statements explanatory of what had been already said. He read the following document with reference to Mr. Hatch.

"This certifies that Mr. Junius L. Hatch is a member of the Church of the Puritans in good and regular standing, as such he is at his own request dismissed and recommended to the fellowship of the Plymouth Church, Brooklyn, N. Y., and when received by them his peculiar relationship to this Church will cease. Mr. Hatch has been absent from us three or four years, and we have not known much of him for this time. Some of our members have felt grieved at his recent course in reference to the running of cars on the Sabbath.

This certificate is valid for one year only.

(Signed) J. W. CAMP, Clerk.

New-York, May 14, 1857."

The former Clerk of the Church, Mr. Camp, said that the letter written for Mr. Hatch was written at his office down town, and that the omission of the word about which there was so much dispute was accidental.

Mr. Wood presented the circular announcing the alteration in the form of the letter of dismissal, which was sent by the Church of the Puritans to the Congregational Churches throughout the country, and which, he said, was the origin of all the pamphleteering with reference to that Church.

Deacon Palmer expressed surprise that no reference had been made to the covenant of the Church, which was back of everything else, as it usually cotained a clause binding the Church to give to other Churches recommendation of those wishing to leave its communion.

Mr. Havens read the extract called for from the covenant of the Church of the Puritans. It did not seem so comprehensive as that of the Church to which Deacon Palmer belonged.

At this point the Counsel went into secret session—all outsiders being excluded. The Counsel sat in secret session until after 5 o'clock. Those present were asked to express their opinions on the points presented for decision. Each member did so at greater or less length. A Committee of five was then appointed to prepare a report expressing the views of the Council. The Committee is to present their report this morning. After it shall have been discussed in private session the decision of the Council will be announced to the public.

The following are the points which the appellants submit to the Council for decision:

1. That the Church of the Puritans having repeatedly, and by solemn vote, after a professed examination into the matters of difference between the Church and your appellants, declared them to be "in regular standing," should have issued to them the regular or customary letters of dismission and recommendation to the several churches indicated in their respective applications.

2. That in refusing to your appellants the "customary" letters asked for by them, the Church has violated its *ninth* Standing Rule; and has also herein departed from its own established usage, and the well settled practice of sister Churches.

3. That the letters tendered to your appellants, with the accompanying resolution, cutting them off from the watch and care of the Church, convey an implied censure, which is unjust to them, which is in violation of the spirit of the *tenth* Standing Rule, and is subversive of the confidence which all Churches of Christ repose in the official acts of each other.

4. That this exscinding resolution is contrary to well-known and recognized authorities, (Punchard, p. 199; Upham Rat. Dis. pp. 147-8;) contrary to the *ninth* Standing Rule, which provides that letters "shall purport to be *valid for one year* only from date thereof," and inconsistent with its own decision of April 8, 1858, offering your appellants letters in which are these words: "When received by them (the Churches) their connection with this Church shall be dissolved."

5. That there can, in the nature of the case, be no compromise between full fellowship and discipline; and that the Church, failing to proceed against your appellants under the *tenth* Standing Rule, was in duty bound to grant their requests for the customary letters, without obnoxious erasures and repudiating resolutions.

6. That in declining to unite with your appellants in the submission of their claims to a mutual council, the Church has evinced a culpable disregard of the protection and vindication wisely reserved for aggrieved minorities and individuals by the *second* Standing Rule.

This protest was offered to the Council, but not accepted by them. It was made in accordance with the permission of the Church at the time of the action protested against.

PROTEST OF THE REV. DR. CHEEVER.

In accordance with the declaration made to the Church, when the giving of letters to these brethren was resolved upon, that though I should withdraw my resolution to press them to a trial, I yet reserved to myself the right of protesting against the course of the Church in regard to them, as in my judgment unauthorized by the strict letter of the Gospel, and unwise in being too lenient, I hereby solemnly record the grounds of my conviction of the impropriety of such leniency, and of my earnest and continued desire and effort to have had these brethren tried and disciplined according to the Word of God. I desired such discipline, generally, because I was convinced that it is sinfully neglected by the Churches, and felt that a thorough application of the rules of the Gospel in the present case would have been attended with a great and lasting blessing. I desired it in the present case in regard to these brethren, because they had, in my judgment, insulted the Church and trampled on its rightful authority:

First, by their disorderly action in secretly caucusing and conspiring for the removal of the pastor, not having presented any of their grievances to him, nor brought any charges against him, nor consulted either with him, or the Prudential Committee, or the Church, in reference to such a step. He was informed, when the document requesting his resignation was handed to him by a deputation for that purpose, that, having learned that a number of dissatisfied persons were about leaving the Church, some of the gentlemen thought that the interests of the Society would be much injured by such a movement, and that they, therefore, consulted to see what could be done to prevent it, so that this request for the pastor's resignation grew out of that consultation. The document presented to the pastor was first partially signed at one of these meetings, then committed to a deputation to obtain other signatures, by circulating it among the congregation. And, whereas, the document avers a prayerful consideration of the condition of the Church by the signers, it is at the same time well known that some of them were not members of the Church, and had the document offered to them, and signed the same, at their places of business, amid haste and distraction, without a thought previously bestowed upon it. Every name standing on that paper after Mr. Richard Brown's was procured by personal solicitation, and some have declared to the pastor that they were persuaded to sign it by the express assurance that no charges existed against the pastor, but that the utmost respect and esteem were entertained towards him; that they signed it, because convinced by the speeches of the deacons especially that the interests of the Church and Society required a change, and that, however much regard they had to the pastor, it must be overborne by a superior regard to the interests of Christ's Kingdom. It was averred that there was so great and so growing a dissatisfaction with his ministry, that many would leave if he did not, and, therefore, that the interests of the church and society required his resignation. Some of the persons who were persuaded to sign the document requesting such resignation were told, when it was inquired if it would not be more proper to see the pastor before signing it, that it would be useless to come to him, for that he could not be made to believe that there was this dissatisfaction until he saw the names appended to such a paper. Just before this document was handed to the pastor he received a note from Deacon Wood, announcing to him for the first time that his resignation was deemed necessary, and written in such complete confidence of the success of the movement that the announcement was suffered to take the form of an affectionate official farewell.

Second—Their concocting and publishing to the world, after the Church had expressed their unabated attachment to the pastor and determination to retain him, a tissue of misrepresentations and slanders against the pastor and the Church; a series of charges never before made known to the pastor of the Church—charges without witnesses, without proof, without responsibility, without trial, without investigation—suddenly and publicly assailing the good name and character of the pastor, without approaching him to inquire if those statements were true, without giving him opportunity for any possible explanation. This was done on the ground that he had offended and injured them by presenting to the Church for consideration that request for his resignation, which they had intended should be private, thus giving it a publicity injurious to themselves. After circulating it themselves from day to day, and from counting-room to counting room, till it was the subject of universal knowledge and conversation, even before it was presented to the pastor, they professed to have intended it as a confidential communication to him, and accused him of a breach of confidence in submitting it to the Church for their action. They professed to have been compelled into the publication of their slanderous pamphlet against the pastor and the Church, in justification of their letter to him requesting his resignation. But the reasons alleged in that publication for the first movement against the pastor, are not the reasons which were presented in the letter, or which were used to induce men to sign it, but the very contrary. They are reasons made to order, in an emergency, but not the reasons on which they acted, or professed to act, in the letter for the pastor's dismissal. They are as a false warrant, got up by a pettifogger, after an illegal arrest of an innocent person. The charges trumped against the pastor in the pamphlet of these men, were not presented at their own caucuses for his removal; on the contrary, it was declared that they had nothing against his character or reputation, but were affectionately jealous of both. They gained signatures to their first paper on the ground of a warm and zealous care for the interests both of the Church and pastor—professing a tender of his resignation with extreme reluctance, with pleasant recollections of Christian fellowship, and with fervent prayers for the growing influence of the pastor for good. But the reasons given in their second publication for the signing of the first are entirely inconsistent, had they been true, with the possibility either of any affection or respect towards the pastor, or any desire for the continuance of his ministrations anywhere "in his Master's Vineyard." If they were not true, if they were misrepresentations, then these men present themselves as wanton assailants of their pastor's reputation, out of an alleged necessity for the protection of their own; and all this in justification of a step which they profess to have taken in prayerful and affectionate regard for his usefulness, and some of them in great personal esteem and friendship for him. The things set forth in their pamphlet, to the injury of the pastor, were never suggested as the grounds of their original action and letter for his resignation, but have since been adopted in consequence of his presenting that letter to the Church, and the Church censuring and dismissing the deacons. Some of them are things not even pretended to have been transacted, and most of them never at all brought forward, till after the letter, on other alleged grounds, was concocted, signed, and presented to the pastor.

Third—The one grand cause of dissatisfaction has been the preaching of the pastor against the sin of Slavery. This is manifest from the tenor of their pamphlet itself. They say: "We do not believe that our church is to be built up and strengthened by the constant intrusion of so exciting a theme into the ears of its members, out of season as well as in season, in the ordinary services of the sanctuary, and in the prayers, exhortations, and talks of the conference room. The pulpit, at any rate we do not think the place for the fulmination of such rhetorical artillery." The opposition of these gentlemen was in consequence of the pastor making the sin of Slavery a theme for the pulpit, and preaching against it. This was distinctly avowed to him by one of the leading signers of the letter, requiring his resignation, as his only ground of dissatisfaction, and has been assumed by many as their main ground, by several positively to himself, since the sign'g of the first letter, and prior to the publication of the pamphlet. Yet the endeavor is now made by some to disavow this reason of dissatisfaction, and the character of the pastor is assailed. At the same time they intimate the possibility of so modifying his ministrations, as to remove existing difficulties, plainly showing that the difficulties on the ground of which they have requested him to retire, exist so exclusively in his ministration that a modification would remove them. The one general complaint against them in the pamphlet is that of what is called political preaching, a preaching against the sins of the times, and especially the intrusion of the exciting theme of Slavery into the ears of the members of the church in the ordinary services of the sanctuary. The opposition of these gentlemen is against making the iniquity of Slavery a theme for the pulpit, a theme commanded of God for our public religious consideration, a theme for the church, a theme for the Sabbath, a theme for prayer, a theme for the conference room. The pastor's views of the freedom of the pulpit, and the duties of the minister of Christ, constrain him to pour the light of God's Word upon this heaven-defying and prodigious iniquity, and to call upon the Church and the ministry to unite in fearless, earnest, impetuous warfare against it. The views of these gentlemen constrain them to forbid its introduction into the sanctuary, to muzzle the pulpit in regard to it, to censure the pastor for speaking upon it, to accuse him of meddling with the affairs of a continent instead of attending to his own sheep in the wilderness, and to demand of him that he either retire from the pulpit, or modify his ministrations in this respect. And inasmuch as his course in reference to Slavery injures, in their opinion, the prosperity of the Society, preventing a very desirable revenue from the pews, their views of freedom and of the interests of the Redeemer's kingdom, constrain them to combine for the removal of the pastor, for which object they justify themselves in a wanton assault against his ministry, his influence, his reputation, and his usefulness. A lady has given it in evidence to the pastor, that in regard to two of the signers of the letter and the pamphlet, she had received from them the assurance that the reason of their dissatisfaction and withdrawal from Dr. Cheever's Church was "that they could not and would not stand such nigger preaching." Yet this issue has been denied.

Fourth—The matters presented against the pastor in the pamphlet of these gentlemen are presented and signed as matters which they know to be fact; and their signatures are appended precisely as if they could bear witness to them as such, of their own proper knowledge. Yet it is well known that some of them signed the document, or permitted their names to be set to it, *without having read it, without knowing what it contained*, simply on the assurance that "it was all right." Thus their individual signatures appear, as personal witnesses and vouchers for the truth of statements which they had not heard, of false statements, which if they had heard at that time, they had never heard before, and must receive and swear to in entire ignorance; of statements against the character and reputation of the pastor which could have no authority but by their signatures, and to which they would not have appended their names had they known the contents. It is difficult appropriately to characterize the baseness of such calumny. The matters contained in the pamphlet preclude, in their very nature, the possibility of all who signed it being true and real witnesses; yet to the world their names appear as a positive declaration that they know the things therein recounted against the pastor to be true. Take, for an example of the calumnies so testified, the entire and unmitigated falsehood in regard to Professor Crosby and his Bible Class. The whole paragraph is as perfectly false as if it had been asserted that the pastor, on the 20th of June last, entered the Bank of Commerce, knocked down the cashier, and carried off five thousand dollars in gold. Yet that falsehood is signed by honorable men, Christian men, in such a manner that the world must believe, if they give credit to such testimony, that those men saw and knew this transaction of their own knowledge; otherwise, they are in the class of the most heedless and deliberate slanderers.

Almost every individual of those whose names appear beneath the document acknowledges that he knows nothing about the charges in it, except from hearsay. "Report, they say, and we will report it; let us smite him with the tongue." The wickedness of Christian men, familiar with the warnings of God's Word against taking up and circulating a reproach against their neighbor, permitting their names to appear as vouchers and indorsers to statements of which they confess that they are not witnesses, but have learned them only on hearsay, and without any other proof, is such as ought not to pass in a Christian Church without the rebuke at least of Christian discipline. God's definition of a liar is of one *that giveth heed to a naughty tongue, and lendeth his ear* to the evil reports whispered by the backbiter. These men have, by their signatures, sworn to the truth of slanders against their pastor, of which they never before heard, in regard to which they never approached the pastor, never inquired of him if they were true or false, never asked any explanation, never required any proof. It is as if, being requested, for a consideration, to put their names on the back of a forged note, they had done it, on the bare oral assurance of the holder of the note that it was all right, that the note was genuine. "Thou shalt not set thine hand as a witness in a false matter, nor go up and down as a tale-bearer among thy people." These gentlemen have done all this, not from any motive of benevolence, or impulse of Christian charity or necessity for the support of a righteous cause, but on purpose to injure the reputation and influence of the person they have assailed, whose character they conceived must be blackened, or a degree of censure would fall upon themselves for plotting his removal from his pastorship, and their original object would be defeated.

These are some of the reasons why I cannot think that the Christian Church is in the way of duty in passing over such sin without discipline. On these grounds I write out my protest against giving these gentlemen letters to other churches, without some prior acknowledgement of their own wrong-doing, and declaration of repentance. Their offence has been public, and the Church might properly have censured them without any trial. I have withdrawn the assertion of my right, privilege and determination of pressing a trial, simply because convinced that the Church could not be brought to the measures of discipline in that degree of harmony requisite for its object, and that, in a season of deep religious interest, a protracted conflict of this nature would be fatal.

GEORGE B. CHEEVER.

CITY INTELLIGENCE.

Protecting the Rights of the City.—The joint special Committee of the Common Council, on protecting the rights of the City from undue interference by the Legislature at Albany, held an adjourned meeting last evening in the Alderman's Chamber City Hall. Only two of the twelve citizens selected and invited to meet and confer with the Committee appeared, viz: Robert W. Lowber and James W. Gerard. Letters apologizing for their absence were received from six others, viz: Wm. F. Havemeyer, Wm. M. Evarts, Wm. Curtis Noyes, Wm. B. Astor, J. Phillips Phœnix, and Wilson G. Hunt. Alderman Peck regretted the absence of those invited; the lack of interest manifested by them was disheartening; he thought the Committee might as well proceed and perform their duties. Councilman McCarthy was in favor of giving to a sub-Committee of five power to name twelve other citizens who should also be invited to confer. Councilman Bulteel favored the same opinion. Alderman Smith suggested the propriety of permitting those already invited permission to bring with them such other parties as they might select. Councilman Laimbeer thought it would be advisible to invite to the Committee other parties—political men. After much discussion on these subjects it was finally agreed that those previously invited should be reinvited; and that nine other citizens should also be asked to attend the conferences. The following-named parties were then selected: Peter Gilsey, James H. Welsh, Chas. O'Conor, James English, Wm. V. Brady, Silas B. Dutcher, Oscar W. Sturtevant, Wm. T. Ferris, A. W. Canfield. Alderman Starr tried to get rescinded the resolution preventing any but those invited and the reporters to be present, but failed. Short speeches were made by Messrs. Gerard and Lowber. The former denounced the bills now before the Legislature for the establishment of sundry lines of new railroads in the City, which would "transfer our streets into an immense gridiron." Public opinion needed to be aroused. New-York, the largest municipality in the world, should not be thus robbed of her rights and privileges, and the Legislature ought to be made aware of the fact. The grants proposed to be given to a few persons without competition were worth millions, and he was informed that the sum of a million of dollars would be brought to bear on the Legislature if necessary to secure the passage of the bills. Mr. Lowber cited other measures equally bad with the railroad scheme, and hoped the citizens would arise in their might to maintain their rights against those whose only object was wholesale plunder. The evil was growing every year and must be checked soon or else New-York would lose every vestige of municipal liberty. The Committee adjourned about 10¼ o'clock to meet again next Monday evening at the same place, at 8 P. M.

The Privileges of the Dun—Interesting to Tailors and Others.—A novel and peculiar case came up before Justice Welsh yesterday, involving the rights and privileges of debtors and creditors generally, but particularly interesting to young men who are in the habit of "sticking tailors," as well as to the tailors who "get stuck." A genteely-dressed young man, named Morgan L. Livingston, Jr., residing at No. 179 East Fourteenth-street, lodged a complaint against an Irish lad named Nicholas Hickey, charging him with conduct tending to a breach of the peace, in that the said Hickey is now, and for a long time has been, in the habit of dogging him about the City wherever he goes, whether into saloons, hotels, stores, or even stages, and annoying him on all occasions, and under all possible circumstances, by thrusting under his nose a tailor's bill of four hundred and odd dollars, emanating from the house of Depierris & Pettus, under the St. Nicholas Hotel. The lad, it seems, had been employed by the above firm to follow the debtor around and annoy him in the manner above stated, in hopes thereby to force him into the payment of a bill which had been a long time due, and which they had been otherwise unable to collect. A warrant was put into the hands of an officer, and Hickey soon made his appearance in Court, accompanied by a lawyer, who, in answer to the complaint, boldly maintained the right of a creditor to dun a debtor whenever and wherever he pleased, and as often as he pleased. The Court controverted the position of counsel, and expressed the opinion that when a debtor had once refused, whether from inability or disinclination, to pay a bill, the creditor must resort to the usual legal mode of collecting it, and is not justified in persistently annoying the debtor, as such conduct was more than human nature could stand, and clearly tended to a breach of the peace. Counsel replied that young men ought not to run up bills for expensive clothing when they knew their inability to pay; to which the Court rejoined that tailors ought not to suffer such bills to run up without knowing the circumstances of their customers. The complainant here interposed the remark that at the time the bill was contracted, he was in circumstances to warrant the contracting of a much larger bill than it; that he had previously paid the same creditor larger bills than the one he now holds, and that he had several times offered to settle this bill by paying it in installments. After some further discussion, the defendant's counsel proposed to give bonds for the future peaceable good behavior of Hickey, with a view to test the question in future, which can be done by the creditors' instructing the lad to continue the annoyance, and then contesting the suit upon the bond. Messrs. Depierris & Pettus became surety for their collector in the sum of $300.

Presentation.—On Tuesday evening there was a pleasant gathering at the house of Mr. Wm. E. Robinson, No. 219 West Thirty-second-street, on the occasion of a ceremony of presentation. The Chair so long occupied by John Quincy Adams in the old House of Representatives, recently purchased in Washington by subscription among a number of gentlemen, was presented to Mr. Robinson as a memento of the regard of friends. The presentation was made by Mr. Horace Greeley, on behalf of the donors, Mr. George Shea and others. Mr. Greeley spoke for half an hour of the historical incidents recalled by the presence of that antique article of furniture, and alluded in complimentary terms to Mr. Robinson's former connection with the *Tribune*, as its Washington correspondent under the title of "Richelieu." Mr. Robinson responded to Mr. Greeley's speech in appropriate terms, thanking his friends who had paid him this compliment, and recurring briefly to his experiences as a correspondent, not forgetting the celebrated history of the "sausage" trouble, in which Mr. Sawyer, member of Congress from Ohio, figured prominently. The Adams chair is an old-fashioned affair, the worse for wear, but valuable, as a relic of the Old House, aside from the peculiar interest which attaches to it as the seat of the Massachusetts sage.

Horace Greeley on "Great Men."—One of the series of popular lectures, designed for the instruction of the working-classes, and meant to be made more attractive by being given in the Academy of Music, was delivered last night by the Hon. Horace Greeley. The subject of the discourse was "Great Men." Mr. Greeley's idea of greatness was by no means heterodox. He regarded no man as truly great who was not also good, and firm in his goodness; who had not an unselfish aim; who had not simplicity of manner; who was destitute of charity, or who lacked in that compact coherence of capacities and balance of faculties which are the main constituents of common sense. Mr. Greeley did not, however, fail to make a fling at "purblind conservatism." The pathway of noble endeavor lies, he said, over burning ploughshares.

Meeting in Behalf of the Poor.—A meeting called for the purpose of considering the increase of pauperism in this City, its causes, and the remedies for it, was held last evening at Hope Chapel. Mayor Tiemann called the meeting to order, and made some remarks approving of the efforts to benefit the condition of the deserving poor. Ex-Governor Clark and Joseph Hoxie, Esq., were appointed Vice-Presidents. Mr. Hoxie made some remarks, and read a report which had been prepared for a similar occasion long passed, but which he thought adapted to the present case. The reading occupied about an hour. The Rev. Matthew Hale Smith was then called for. He came forward and entertained the audience for fifteen minutes. Joseph Blunt, Esq., then moved to print twenty thousand copies of the report. Pending his remarks most of the audience moved out of the house.

Commissioners of Police.—This Board held its regular weekly meeting yesterday afternoon. Patrolmen J. W. Tinsdale, Fifteenth Precinct, George Foster, Fourteenth Precinct, Geo. Washington Gaylor, Fourteenth Precinct, and Doorman E. Maynard, Ninth Precinct, were dismissed for violations of the rules and regulations. Patrolman Sherman, of the Sixth Precinct, Brooklyn, was promoted to a Sergeantcy. Sergeant Birney, of the City Hall Police, was transferred to the Sixth Ward, pending the charges made against him by Deputy Superintendent Carpenter. Sergeant Williams, of the Fourth Precinct, sent in his resignation, which was accepted. The quarterly report of Deputy Superintendent Carpenter, for the quarter ending Jan. 31, was received, and ordered to be printed. The Board then adjourned.

Commissioners of Emigration.—This Board met yesterday, Gulian C. Verplanck, in the chair. The election for officers—adjourned from the last (the annual) meeting resulted as follows: For President, Gulian C. Verplanck; Vice President, E. Crabtree. The Pennsylvania Railroad Company petitioned to be represented at Castle Garden Dépôt. Referred to the Committee on that institution. The number of

Emigrants arrived to Feb. 9, 1859, was	3,309
Arrived since, to Feb. 16	238
Total	3,547
The aggregate Receipts to Feb. 9, was	$6,006 57
Receipts to Feb. 16	1,843.58
Total	$7,850.43

Board of Councilmen—Special Meeting.—A special meeting of the Board of Councilmen was held, at 3 o'clock yesterday afternoon, for the purpose of passing the Tax Levy for 1859. Nineteen members answered to their names. The Levy, as agreed upon by the Joint Conference Committee, and passed by the Aldermen, was reported, after which the Board took a recess of 20 minutes. Upon reassembling the Board, after a short debate, concurred with the Aldermen and passed the Levy. The vote stood 16 to 3. No other business of moment was transacted.

The Steam Fire Engine.—The "Exempt" Engine Company, Zophar Mills, Foreman, brought out the "John G. Storm" last evening, and tried her at Riley's pole, corner of West Broadway and Franklin-street. She threw an inch and five-eighths stream to the top of the pole, a height of 180 feet, and a two-and-a-half inch stream 180 feet horizontally. The "Storm" is kept constantly ready for duty at the house of the "Exempt" Company.

Carelessness of a Jehu.—A German woman, named Hetta Unger, was run over by an omnibus (No. 106, Fourth-avenue Line) yesterday morning, while attempting to cross Broadway near Grand-street, and sustained a severe fracture of the thigh-bone, besides being otherwise injured. She held a child in her arms at the time, which fortunately escaped unhurt. The injured woman, who resides at No. 26 Mulberry-street, was taken to the New-York Hospital.

Suicide of a Well-Known Citizen.—About 4 o'clock yesterday afternoon Mr. David P. Burdge, who keeps a bakery at the corner of Fifteenth-street and Third-avenue, committed suicide by cutting his throat with a razor. The deceased had been unwell for about a week past with brain fever, and is supposed to have committed the act while laboring under a temporary aberration of mind. He was a citizen well known and highly respected in his Ward. The Coroner was notified and will hold an inquest to-day.

New Association.—A new Society, to be called the New-York City Library Association, has just been organized at Lebanon Hall, No. 10 Abingdon-square. Its object is to promote intellectual improvement and cultivation. A meeting for the election of officers is called by an advertisement for this evening.

Professor Guizot's Lectures.—We are requested to state that the hour of Professor Guizot's lectures on Physical Geography has been changed in order for the better accommodation of those who are desirous of attending them. So that hereafter Professor Guizot will lecture on Monday and Tuesday of each week, at 4 o'clock P. M., at the Historical Society Rooms.

Baron de Beaufort Killed.—Baron J. de Beaufort, who was run over by a loaded cart on Thursday evening last, died of his injuries on Monday at the New-York Hospital. Deceased was in the employ of Henry Kernan, No. 37 Beaver-street. The Coroner will hold an inquest to-day.

Death from Alleged Carelessness of a Druggist.—A child of Policeman Davis, residing at No. 484 Eighth-avenue, died yesterday from the effect of laudanum, administered by mistake, and, as is alleged, through the carelessness of a drug clerk. The Coroner will hold an inquest to-day, when the facts will be investigated.

The Academy of Medicine.—A regular semi-monthly meeting of the Academy of Medicine was held last evening, but aside from the reading of a paper by Dr. John P. Batchelder on the Compressed Sponge, as an agent in stopping hemorrhage, nothing of special interest transpired.

Fires.—The alarm of fire in the Seventh District, about 9½ o'clock last night, was caused by the bursting of a carboy of nitric acid, in the vault of the Commission Drug House of Wm. H. Kingsley, No. 11 Gold-street. Damage about $25. Insured.

Mr. De Cordova's Lecture.—The last lecture of Mr. De Cordova's course will be delivered this evening at Clinton Hall. Subject—"Fun Seriously Considered."

Police Reports.

An Attempted Burglary.—Tuesday night an attempt was made to commit a burglary on the premises of Bliss, Wheelock & Kelly, No. 388 Broadway. This firm occupy the first floor and basement; in the second J. Wild, Jr., & Co., carry on the business of clothiers. The lower store was closed for the night, before 7 o'clock, Wild's being still open. About that hour Peter Noony, a private watchman, observed three men standing abreast, in front of the hall through which the firm on the second floor have ingress and egress. Attracted by their unusual position, he went forward into the entrance, where he discovered their accomplice in the act of appropriating a piece of print through a hole he had made in the glass partition. The other fellows, who had been screening him at the door, ran off, and the robber finding himself detected, darted out of the hall and down White-street, closely pursued by the watchman, by whom he was at length arrested, and placed in charge of Officer Northridge.

Matrimony and Lager-Bier.—A disturbance occurred on Tuesday night in the lager-bier saloon known as the "Tivoli," in Avenue A, in which a German named McAhrens received a severe cut in the neck from a beer glass thrown from the hand of a man named Klintzen. It seems that a party met at the saloon to assist in celebrating the nuptials of a lady friend, which came off there, and in the course of the evening an altercation took place between the above-named parties, which ended in a general disturbance. McAhrens yesterday made complaint against Klintzen before Justice Steers, whereupon he was arrested and committed for want of bail.

Highway Robbery—Two More Arrests.—John Gowan and Wm. Smith, were arrested on Broadway about 1 A. M., yesterday, by Officer Slater, of the Fifth Precinct, charged with aiding and abetting Gantz, arrested yesterday for the robbery of Mr. Poe, of Troy, previously reported. The prisoners were committed by Justice Welsh, for examination. The watch robbed from Mr. Poe has not been recovered.

Dishonest Clerk.—Patrick Hickey, a clerk in the employ of Genin, the hatter, whose business it was to deliver goods and collect bills, was, yesterday, arrested on a charge of defrauding his employer, at different times, out of the sum of $80. He was committed by Justice Connolly in default of $300 bail.

BROOKLYN INTELLIGENCE.

A Uniform Series of School Books.—At the meeting of the Brooklyn Board of Education, yesterday, the question of a uniform series of books for the Schools was called up again, when an angry discussion ensued which caused Vice-President Bergen to resign his office, and enough members to retire to leave the Board without a quorum before any decision had been arrived at.

Indignation Meeting.—It is stated that the Democratic members of the Board of Aldermen have met in caucus, and decided upon their candidates for membership in the Board of Education, and that considerable indignation is felt in consequence, as the candidates heretofore have generally been selected for their known interest in educational matters, rather than for their political opinions. An indignation meeting is talked of.

Board of Supervisors.—At the meeting of the Board of Supervisors yesterday, a resolution was adopted, allowing the keepers in the Penitentiary to carry arms, and to use them in self defence. They also voted to purchase the Crook-farm for County purposes, but subsequently reconsidered the matter, in order to allow time for an examination of the title.

Lecture in Brooklyn.—A lecture will be delivered this evening by Mr. William Anderson, a respected member of the daily Press of New-York City, at the Public School No. 18 Remsen-street, E. D. The subject is "The Social Element, and the proper mode of its Cultivation." The proceeds of the lecture will be donated to the school for the purchase of a piano.

The successful and popular lectures of Professor Mitchel in Brooklyn terminate this evening.

Calendars.—*General Term*, Feb. 17.—Nos. 27. 28, 30, 33, 34, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50. *City Court*.—Nos. 3, 8, 22, 4, 17, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49.

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via BALTIMORE AND OHIO RAILROAD COMPANY from New-York to Parkersburg, Va., 200 miles below Pittsburg, on the Ohio River; thence in first-class steamers direct to New-Orleans.
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Phalon & Son's Cocoine for the Hair.
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Best and Cheapest Article
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Best and Cheapest Article
Best and Cheapest Article
For Dressing, Beautifying, Cleaning,
For Dressing, Beautifying, Cleaning,
For Dressing, Beautifying, Cleaning,
For Dressing, Beautifying, Cleaning,
For Dressing, Beautifying, Cleaning,
Curling, Preserving
Curling, Preserving
and
and
Restoring the Hair.
Restoring the Hair.
Restoring the Hair.
Restoring the Hair.
Inquire for Phalon & Son's Cocoine.
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Inquire for Phalon & Son's Cocoine.
Inquire for Phalon & Son's Cocoine.
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Beware of Counterfeits.
Beware of Counterfeits.
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Large Bottles, Fifty Cents.
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For sale by all Jobbers, Druggists, and Fancy Goods Dealers
In every part of the United States.
Wholesale and Retail Dépôt,
Nos. 517, 497 and 197 Broadway, New-York.

Sewing Machines.—All persons who have been induced to buy Sewing Machines which will not perform the work that purchasers expected them to do, are informed that Singer's Machines never fail to do any kind of work. No one is ever disappointed in these Machines.
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Wilbor's Compound of Pure Cod-Liver Oil and Lime.—The great advantage of this compound over the plain oil is that the nauseating taste of the oil is entirely removed, and the whole rendered entirely palatable. The offensive taste of the oil has long acted as a prominent objection to its use; but in this form the trouble is entirely obviated. A host of certificates might be given here to testify to the excellence and success of WILBOR'S COD-LIVER OIL AND LIME. But the fact that it is regularly prescribed by the medical faculty is sufficient.
For sale by ALEXANDER B. WILBOR, Chemist, No. 166 Court-st., Boston; in New-York, by J. MILHAU, No. 183 Broadway; in Philadelphia, by T. W. DYOTT & SONS; in Baltimore, by COLEMAN & ROGERS, No. 173 Baltimore-st.

Morals vs. Brandreth's Pills.—Headaches are nature's warnings, and have their origin in imperfect digestion, producing gases which ascend to the head, causing expansion of the covering of the brain, and varying in intensity according to the habits of the individual. One or two brisk doses of Brandreth's Pills will cure; and when they are swallowed all danger of apoplexy is past. The pain and dizziness will vanish after the first sleep. Do not let any time be lost. The consequences of irregularities are thus cured, and the body and mind are better able thereafter to withstand temptations. Brandreth's Pills will yet be appreciated by moralists.
B. BRANDRETH, M. D.
Principal office, No. 294 Canal-st. Price, 25 cents per box; sugar-coated, 12 in a box, 13 cents.

Whitlock Building—Corner Nassau and Beekman streets—To let, on the first floor, the elegant suite of rooms just vacated by the U. S. District-Attorney.
ALSO,
A fine Office, on the street floor, adjoining the corner, suitable for an Exchange office, or an Insurance Company.
Apply at No. 13 Beekman-st., to J. F. CLARK.
A few small rooms up stairs, at low rent.

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FIRE AND BURGLAR PROOF SAFES.
Bank-Vault Doors and Frames secured by the Improved Combination Powder and Burglar Proof Lock, are the only Safes manufactured that *combine complete fire-proof qualities with a perfect protection from burglars.* A full assortment constantly on hand and for sale by
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Tight-Stitch Sewing-Machines,
For Families, Tailors, Mantua-makers, and all manufacturing purposes. They combine all the merits of the old machines, and avoid their faults. They are adapted to every branch of industry where the needle is required. Call and examine before purchasing.
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H. H. Leeds & Co, Auctioneers—Salesroom No. 25 Nassau-st., between Pine and Cedar sts.
Henry H. Leeds & Co. will give their personal attention to sales of furniture, as usual, at the residences of those about breaking up housekeeping, or removing; also will hold weekly sales of furniture, &c., at their spacious salesrooms, No. 23 Nassau-st., between Pine and Cedar sts.

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BEST AND CHEAPEST ARTICLE
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A Meeting of the First Mortgage Bondholders of the Central Ohio Railroad will be held at the office of Messrs. CLIFT & LANE, No. 44 Nassau-st., on THURSDAY, Feb. 17, at 12½ o'clock. Business of importance will come before the meeting.
FRED. A. LANE, Counsel for Trustee.

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Professor J. C. Lane has several valuable patents for sale. Models now on exhibition at his rooms, No. 41 Park-row. *Times'* Building, New-York.

MARRIED.

Sturtevant—Watson.—In this City, on Tuesday evening, Feb. 15, by the Rev. Thomas J. Sawyer, at the residence of the bride's father, Charles F. Sturtevant to Annie F., eldest daughter of George Watson, Esq., all of this City.

Henriques—Cohen.—In this City, on Wednesday, Feb. 16, by the Rev. Dr. Raphall, Doctor A. J. Henriques, of this City, to Elizabeth, eldest daughter of H. H. Cohen, late of St. Louis, Mo.

Badeau—Marshall.—In this City, on Tuesday, Feb. 15, at the residence of Wm. J. Cunningham, Esq., Mr. Nicholas W. Badeau, of New-York, to Miss Hester J. Marshall, of Peekskill, N. Y.

Small—Burdett.—In this City, on Wednesday, Feb. 16, at the residence of the bride's father, by the Rev. Dr. Price, Charles G. Small to Mary E., only daughter of L. D. Burdett, Esq., all of this City.

Chipman—Goodsell.—In Brooklyn, on Tuesday, Feb. 15, by the Rev. Guel Goodsell, James H. Chipman, of Albany, N. Y., to Elizabeth W., second daughter of the officiating clergyman.

DIED.

Packard.—In this City, on Wednesday morning, Feb. 16, after a short illness, Capt. Elisha Packard, in the 61st year of his age.

Notice of funeral in to-morrow's paper.

Patterson.—In Brooklyn, on Wednesday, Feb. 16, after a prolonged illness, Jane, relict of John Patterson, aged 68 years.

The relatives and friends of the family are invited to attend the funeral, from the residence of her son, John Patterson, No. 167 York st., this (Thursday) afternoon, at 2 o'clock.

Rice.—On Wednesday morning, Feb. 16, Laura Ann L., youngest daughter of the late Henry and Margaret S. Rice, aged 19 years, 3 months and 23 days.

The relatives and friends of the family are respectfully invited to attend her funeral, from the residence of her uncle, Henry T. Porter, No. 131 Montgomery-st., Jersey City, this day, (Thursday,) at 2 o'clock P. M.

Reynolds.—On Wednesday morning, Feb. 16, at 7 o'clock, at the house of her son-in-law, R. G. Thursby, Mrs. Lydia K. Reynolds, daughter of the late Isaac Moser, aged 58 years, 4 months and 25 days.

Funeral services on Friday afternoon, 18th, at 2 o'clock, from the M. E. Church, corner of Grand and Ewen sts., Brooklyn, E. D. Friends and relatives are invited to attend, without further notice.

Robin.—In this City, on Tuesday, Feb. 15, Mary Ann, widow of the late Thomas Robin, in the 67th year of her age.

The relatives and friends of the family, and those of her sons, Augustus and Thomas, and son-in-law, J. B. Miller, are respectfully invited to attend her funeral, on Thursday, Feb. 17, at 2 o'clock, from her late residence, No. 92 West 13th-st.

Griffith.—In Brooklyn, on Tuesday, Feb. 15, Ada Mary, daughter of Henry and Louisa Griffith, aged 2 years.

Bedell.—In Williamsburg, on Tuesday, Feb. 15, Elizabeth, widow of Hezekiah Bedell, in the 73d year of her age.

The relatives and friends of the family are respectfully invited to attend the funeral, this day, (Thursday,) at 1 o'clock P. M., from her late residence, No. 11 Ainslie-st., Williamsburg.

Reid.—At Apalachicola, Florida, on Tuesday night, Feb. 8, Charles, son of Charles H. and Mary H. Reid, aged 3 years and 2 months.

Funeral on Friday next, at 11 o'clock A. M., from the house of Charles P. Cochran, No. 4 East 35th-st. The friends of the family are invited to attend.

Lauder—Poole.—At Jersey City, on Tuesday, Feb. 15, Mary Richardson, wife of James Lauder, in the 28th year of her age; and on the same day, Edwin Strange, only child of W. T. and E. A. Poole, aged 1 year and 4 months.

The friends of the families are invited to attend the funerals, from the Wayne st. Reformed Dutch Church, Jersey City, this day, (Thursday,) at 3 o'clock P. M.

Merwin.—At New-Haven, Conn., on Tuesday evening, Feb. 15, Mrs. Clarissa B. Merwin, widow of the late Rev. Samuel Merwin.

The relatives and friends of the family are invited to attend the funeral, from her late residence, in New-Haven, on Friday, 18th inst., at 2 o'clock P. M.

THE INDEPENDENT FOR THIS WEEK,
IS PUBLISHED THIS MORNING,
And contains a great variety of well-written articles on subjects of current interest, and intrinsic value.
CONTENTS OF THE PRESENT NUMBER.
"CHURCHES AND ORGANS," a new "STAR PAPER" by HENRY WARD BEECHER.
DR. BARTH'S TRAVELS IN AFRICA, a review by the Rev. Dr. GEORGE B. CHEEVER—giving an account of the Slave-trade, as carried on in Central Africa by American Traders.
"LETTER FROM WASHINGTON," by PUTNAM.
"DR. PATTON AND THE TRACT SOCIETY."
A second letter to the Hon. Chief-Justice Williams, of Connecticut.
'REPORT ON THE STATE OF RELIGION IN COLLEGES."
PROF. GWYOT'S LECTURES.
"No. 1." A digested report of the first lecture of his new course on
"PHYSICAL GEOGRAPHY."
"WOMEN'S PRISON ASSOCIATION."
"CHARLIE'S WINTER BIRDS."
TOO EAGER—A Poem by James Heddernich, of Scotland.
"THE BRIG AT SEA," by Anna Hope.
"HOW THE BIBLE WAS MADE."
Among the EDITORIAL ARTICLES are the following:
"COLD OR HOT,"
"THE WAR ON CRINOLINE,"
"ALLEGED RATIONALISM IN UNION THEOLOGICAL SEMINARY,"
"PRAYER FOR COLLEGES,"
"AN EXPLANATION."
The COMMERCIAL DEPARTMENT has a leading article on
"DISCOUNTS AND DEPOSITS,"
With several others on other topics of interest to the business community.
In addition to the above, this week's number contains a rich selection of Religious, Literary, and Scientific Intelligence, with an extensive resumé of the current news of the day, both domestic and foreign.
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Containing Smith's Story of
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Containing Smith's Story of
AZAEL KAIN;
AZAEL KAIN;
AZAEL KAIN;
Or, the
Or, the
Or, the
FORTUNES OF A FOUNDLING.
FORTUNES OF A FOUNDLING.
FORTUNES OF A FOUNDLING.
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WILL BE READY THIS MORNING
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WILL BE READY THIS MORNING
At all the News Offices.
At all the News Offices.
At all the News Offices.

NEW-YORK TABLET,
A CATHOLIC FAMILY JOURNAL,
For this week, contains chapter 8 of the
POPULAR HISTORY OF IRELAND
and the
CONFEDERATE CHIEFTAINS.
ALSO,
THE MARTYR OF TONQUIN,
AN ORIGINAL POEM.
PROTESTANTISM AND THE CATHOLIC RELIGION
AT THE PRESENT DAY,
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ALSOPP'S EAST INDIA TONIC PALE ALE—For sale in kegs of 3, 5 and 10 gallons each, at the Wine Vaults No. 18 Wall-st. Samples on draught.
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Sled Riding—The Start.
Sled Riding—Under Way.
Skating—A Tumble.
Skating—The First Lesson.
Skating—Falling In.
Skating—Getting Out.
Snow Storm—Get'g Home.
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CARD.
JUDGE INGERSOLL'S DECISION.—In reporting the progress of my cases in the New York Circuit against Cary, Howard & Sanger, and others, the real parties who are trying to defraud me of my title are making and causing to be made various fabrications calculated to mislead merchants and manufacturers. The case itself has been but partially presented on motion for preliminary injunctions. I am advised by all my counsel that, upon full presentation of my title upon final hearing, the result must be in my favor; and further, I am taking measures to have the matter brought to final adjudication as soon as possible. In the meantime, I am advised to prosecute all infringers upon my rights, and to prosecute the parties who have been and are endeavoring to defraud me of the title and exclusive right, purchased by me from Charles Goodyear, and by him conveyed to me, copies of which titles can be procured at my office, No. 23 Cortlandt-st., by persons interested. HORACE H. DAY.
New-York City, Feb. 15.

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(Signed) RUSSELL, MAJORS & WADDELL.
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FARM FOR SALE.—A FARM OF FIFTY ACRES pleasantly situated opposite the village of Belleville, Bergen County; may be divided for two country seats; adjoining the Jersey City Water-Works, the Passaic River, and the turnpike leading to New-York; eight miles from the City; two new dwellings, with kitchens, two good wells of water, large barn, wagon-house, carpenter-shop and other out buildings, young apple orchard, good garden, with different kinds of fruit, all in good order. Water may be conveyed over any part of the farm, and above the top of any building, from the water-works. Will be sold on easy terms. Apply to JAMES D. ACKERMAN, No. 325 Bowery, or of PETER J. ACKERMAN, No. 32 Nesbit-st., Newark, N. J.

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FOR SALE—SEVERAL HOUSES ON SECOND-av., between 34th and 35th sts., west side, Nos. 563, 565, and 669; price $7,000; also, Nos. 495 and 485; price, $6,000. All of the above are new, four stories high, with under cellar; terms easy. Also, No. 138 East 32d-st., 3-story and brown-stone basement, all modern improvements; price, $7,000; also one in 31st-st., 3-story, high stoop, first-class; price, $7,000. Also, a farm in Orange County, 125 acres in a high state of cultivation. Inquire of WM. FETTRETCH, 138 East 32d-st., between 2d and 3d avs.

FOR SALE, LEASE OR EXCHANGE FOR vessel property, a stone building at Hunter's Point, Long Island, 50x100 feet, suitable for a manufactory or foundry. A steam engine of 60-horse power in good order in the building, and 40 lots attached with water front. Possession immediately. Apply to HOWES & CO., No. 93 Pearl-st.

FOR SALE—THREE-STORY AND COUNTER cellar house No. 92 Jane-st.; two-story and attic house No. 21 Christopher-st.; 4 lots in 56th-st., north side, between 10th and 11th avs.; 2 lots in 45th-st., north side, between 9th and 10th avs.; 1 lot in 54th-st., south side, between 9th and 10th avs. Inquire of WILLIAM GRANT, No. 547 Hudson-st.

FOR SALE—NO. 95 PIERREPONT-ST., BROOKLYN Heights, near Clinton-st., three-story attic and basement brick: gas, range, bath, furnace and water closet; size 25x50, lot 109; terms easy. For cards to view, and particulars, apply to Mr McLEAN, or JOHN BRAINERD, No. 2 Metropolitan Bank Buildings, Pine-st.

FOR SALE—THE LEASEHOLD OF THE THREE-story brick-front house No. 7 Varick-st., on the west side, between Franklin and North Moore sts. The lease has thirteen years to run from May next. Ground rent at $200 and the taxes. Lot 20 feet wide by 65 feet deep. For further particulars, inquire of PHILIP R. WILKINS, No. 6 Pine-st.

FOR SALE.—THE THREE-STORY AND BASE-ment brick house and lot No. 57 West 28th-st., a few doors from the 6th-av. The house has the modern improvements, and is pleasantly situated on the north side of the street, with court-yard in front. Part of the money can remain on mortgage. For particulars, inquire on the premises.

FOR SALE—THE FOUR-STORY BROWN-STONE front house, 25x60 feet, No. 30 East 36th-st., between 4th and Madison avs., built in the very best style, and on one of the very best blocks on Murray Hill. Can be seen from 9 to 12 A. M., and 2 to 4 P. M. Inquire on the premises.

FOR SALE ON LONG ISLAND.—A FARM OF 65 acres in a good state of cultivation, well watered, fences and buildings in good repair, within half a mile from railroad dépôt, at Syosset, 26 miles from New-York City. For information, inquire of JAMES V. DURYEA, on the premises, or of JAMES L. WOOD, 21 Rose-st., New-York.

FOR SALE VERY CHEAP—THAT TWO-STO-ry, basement, attic and under-cellar house, No. 266 Bridge-st., Brooklyn, second door from Johnson st. Terms easy. Can be seen at any time. Possession immediately. Inquire of the owner, J. C. SARES, No. 262 4th-st., New-York.

FOR SALE—A GENTEEL THREE-STORY HOUSE, with the lot, pleasantly located. The house contains all the modern conveniences, and has been painted and papered throughout. Can be seen from 10 to 2 o'clock, Price $11 000. Apply at No. 136 East 13th-st., between 2d and 3d avs.

FOR SALE—NO. 118 EAST EIGHTEENTH-st., near Irving-place, the very neat, modern three-story brick house, with high stoop, marble mantles, Croton water, bath, gas, speaking tubes and dumb-waiter. For further particulars and cards of admission, apply to HOMER MORGAN, No. 3 Pine-st.

NO. 34 PIKE-ST. FOR SALE.—THIS IS A first class house, three stories, basement and under-cellar. The house is 27 feet front, and has all the modern improvements. Will be sold low, and terms easy. Apply to PRESTON SHELDON, No. 47 Pike-st., or No. 92 Market-slip.

FOR SALE—THE TWO LOTS WITH BUILDINGS Nos. 12 and 14 Pell st., together 50x70 feet, or about 100 feet west of the Bowery; well adapted for buildings for manufacturing or tenement purposes; will be sold low, and on easy terms for cash. Inquire of WILLIAM E. HAWES, No. 395 Canal-st.

FOR SALE ON A LEASED LOT—THE three-story high basement brick house, No. 118 1st-st., with tea room in the rear; hot and cold water, baths, gas, &c. Lot is 20x105 feet. Four years of the present lease is yet unexpired, and has two renewals of 21 years each. Terms easy. Apply on the premises.

FOR SALE—AN ELEGANT HOUSE AND LOT No. 150 West 39th-st., between 7th and 8th avs.; house has all modern improvements, painted and grained throughout, hall tiled and frescoed, and all in perfect order. Also, house No. 215 Clinton st. Terms easy. Apply to WILLIAM H. JACKSON, No. 891 Broadway.

$600 CASH FOR A TWO-STORY HOUSE with store attached, suitable for a grocer or butcher; $900 can remain on bond and mortgage; within five minutes' walk of the ferry; lot 25x100 feet; grape vines, &c. Apply on the premises of C. MONTROSS, Java st., 5th lot east of Union-av., Green Point, L. I.

FOR SALE—IN A BEAUTIFUL LOCATION ON Murray Hill, a three-story, high-basement and cellar brown-stone front house, with all modern improvements; cheap and on easy terms. Inquire on the premises, situated on Lexington av., near 36th-st.

FOR SALE OR EXCHANGE FOR CITY PROPERTY—A fine farm of 104 acres of land, situated in Pelham, Westchester County, N. Y., 17 miles from City Hall, New-York. For particulars apply to
A. S. CASE & CO., No. 96 Broadway.

ROBERT E. BABB—REAL ESTATE AND COL-lecting Agent, Office No. 167 Broadway; residence No. 6 Jones-st., near 4th st. Houses let and rents collected, &c. All business intrusted to his care will be promptly and faithfully executed.
REFERENCES.
A. M. Gunn, M. D., No. 132 4th-st.
Leonard W. Kipp, Esq., No. 55 Bleecker-st.
N. D. Herder, Esq., No. 99 Murray-st.
Mathias Clark, Esq., No. 535 Greenwich-st.

EDWARD TIMPSON, HOUSE AND REAL Estate Agent, No. 185 West 48th st., west of 8th-av. Particular attention paid to the renting of houses and collection of rents. Refers to the Hon. Judge Henry E. Davies, Supreme Court; J. & H. Jones & Co., Nos. 38 and 40 White-st.; John Whittaker, Esq., No. 17 Centre-st.; James Flanagan, Esq., Cedar and Nassau sts.; J. Mansfield Davies, No. 66 Wall st.

ROOFING AND REPAIRING.—OLD SHIN-gle roofs recovered with the celebrated Patent Metallic and Vulcanized Roofing Material; it is as durable for the above purpose as tin or iron roofing and at much less expense. Old tin, iron, and all other roofing repaired, coated, and warranted water-tight; expense small. Apply verbally or by letter, from any part of the country, at the manufactory, No. 177 Prince-st., New-York.
GEO. F. WIEGAND.

FOR SALE.

EXECUTORS' SALE OF DEY, CORTLANDT AND GOUVERNEUR STREETS PROPERTY.—We would call attention to the sale of valuable property to be made by E. H. LUDLOW & CO., THIS DAY, (Thursday,) at 12 o'clock, at the Merchants' Exchange.
DEY-STREET—First-class 5-story brick store No. 35.
CORTLANDT-STREET—Extra large elegant store No. 30.
GOUVERNEUR-SLIP—3 houses and lots near Water-st.
BLEECKER-STREET—Valuable house and lot No. 165.
For further particulars, see auction column in this paper, and maps, &c., at the Auctioneer's office, No. 14 Pine st.

CHATHAM SQUARE PROPERTY FOR SALE OR LEASE.—No. 167 Chatham-st., corner of James-st., and the adjoining Nos. 1 and 3 James st. This property may be purchased either together or separately, or would be improved with good buildings, as one, two or three stores for responsible occupants. Terms of sale favorable. Also, for sale and partial exchange, a substantial, well arranged house in Brooklyn; large portion may remain; and snug country place—price, about $3,000 wanted for balance. CHAS. CARTER, care O. G. CARTER, Office New-York Mutual Insurance.

FOR SALE OR TO LET, OR EXCHANGE for City property, in Bloomfield, N. J., five minutes' walk from railroad dépôt, ten acres fronting the centre public common, in rear, on Morris Canal, a new commodious house, surrounded by deep tin-roofed piazza, gas house of concrete, barn, outhouses, &c. Also, two tenant houses; also, building lots fronting on common, $500 each. Above property will be sold at a low figure, and five-sixth remain on bond and mortgage. Immediate possession. Apply in Bloomfield to R. L. COOKE, in New-York to A. K. FOSTER, No. 111 Wall st.

FOR SALE—FIVE VERY SUPERIOR STONE-front dwellings in West 38th-st., near 7th-av., from $9,000 to $14,000.
One three story stone front dwelling in West 39th-st., $9,500.
One three-story brick dwelling in West 22d-st., $10,500.
One elegant three-story brick dwelling in Carlton-av., Brooklyn, $7,500.
Apply to C. E. ADAMS, Real Estate Agent, No. 6 Wall-st., between 11 and 2 o'clock.

FOR SALE—A VERY DESIRABLE FIRST-CLASS house and lot, in 32d-st., near 5th-av. House 25x60, four stories, brown stone, built in best manner, with all modern improvements. Lot, 25x99; has been occupied but little over a year, and sold as the advertiser intends moving into the country, and offers a rare chance for a person wishing a house in the best part of the City. The carpets and mirrors will be sold with the house, if desired. For particulars, and in order to examine the house, address Box No. 1,798 Post-Office.

FOR SALE—THE NEW FIRST-CLASS THREE-story attic and sub-cellar (medium size) brown stone front house No. 132 Canton-st., built by Messrs. Porter & Brothers in the very best manner, complete with all the modern improvements, splendid view from top of New-York Bay, genteelly located a few steps from the Fulton-av. Railroad cars, 1½ miles from the Fulton or Wall-st. Ferries; title perfect and terms easy; price $8,500. Apply to J. DAVENPORT, corner of Fulton-av. and Oxford-st.

SALE IN EAST BROADWAY.—THE THREE story and attic house and lease of lot, No. 197 East Broadway, fourth house above Jefferson-st., south side; lot 24x87½, and house 24x46; is in first-rate order, with the modern improvements, and situated on one of the best blocks in East Broadway. The lease of the lot has 19 years unexpired at $200 ground rent. Price moderate. Can be seen at any time. Apply to
B. RAYNOR, No. 118 William-st.

FOR SALE—A FARM, CONTAINING THIRTY acres of land, situated in the town of Greenwich, Fairfield County, Conn. On said farm is a dwelling-house, barn, and out-building, a variety of choice fruit, well watered by never-failing springs; fenced with good stone walls, and under a high state of cultivation. For further particulars, inquire of SAMUEL TRYON, No. 57 Market-st., New-York, or SAMUEL P. SMITH, North Castle, near the premises.

FOR SALE—A FINE RESIDENCE AT NEWARK, N. J., situated in a wide and pleasant street, within five minutes' walk of the dépôt of the New-Jersey Railroad; the house is 25 by 41 feet, and contains all of the modern improvements. It will be sold on reasonable terms. For particulars, inquire of MORGAN & SMITH, at No. 48 Cliff-st., New-York, where a plan of the house may be seen.

FOR SALE—A FARM OF 97 ACRES, IN RYE, Westchester County, situated on North street about 1½ miles from Rye dépôt, and three miles from White Plains. The dwelling-house, barn and other buildings are new; the stock, implements, and house furniture will be sold with the farm. Improved City or Brooklyn property exchanged. Address Box No. 1,087, New York Post-office.

FOR SALE—UNTIL THE 1ST OF MARCH, WILL not be in market after that date—the brown-stone front house, and lot, No. 30 East 19th-st., between Broadway and 4th-av., first high stoop east of Broadway; lot 92 feet deep, house 22 feet by 60, new and replete with all the modern improvements. The above will be sold at a bargain, and on easy terms. Apply to HOMER MORGAN, No. 3 Metropolitan Bank Building, Pine-st.

FOR SALE OR EXCHANGE—TWO HOUSES, nearly new, on one lot, (front and rear,) now occupied by good tenants, and renting for about $1,200 per year; good location; 75 per cent. of the purchase money can remain; would exchange for a small house and land in Westchester County. Address, stating particulars, JOHN DOOLEY, Box No. 104 *Times* Office.

FOR SALE—OR TO LET OR EXCHANGE FOR City property, 20 acres of superior garden land, or most desirable for maping or ploting out, to be found in the suburbs of the City, situated 1¾ miles from Peck slip Ferry, on Flushing-av., between Metropolitan and Maspeth avs., East Williamsburg. For particulars inquire of E. J. HAYS, No. 53 Broadway, up stairs.

FOR SALE—THE LARGE FIRST-CLASS FOUR-story house, No. 52 10th-st., near 5th av., 28 feet 6 inches by 73 feet, lot 102 feet deep; was built for the owner's use and has all the modern improvements; brick partition wall from foundation to roof. A large sum may remain on bond and mortgage. Apply to M. C. MORGAN, at Winslow, Lanier & Co.'s, No. 52 Wall-st.

FOR SALE—THE SUBSTANTIAL BUILT HOUSE brown-stone front, in 34th st., between 2d and 3d avs., 50 feet deep, three-story and basement, high stoop, and will be sold cheap for cash; also, one in 53d st., 240 feet east of 3d-av., on the south side; price $5,400; terms to suit. Apply to JOHN FETTRETCH, Real Estate Agent, No. 431 3d-av., near 31st-st.

FOR SALE—THE VALUABLE PROPERTY NOS. 31 and 33 West 13th-st., consisting of one two and one three story and attic brick houses; also, rear building, extending across both lots, well adapted for first-class tenant-houses or manufacturing purposes; 50 feet front, 103 feet deep. Terms very easy. Inquire of D. THOMSON, No. 63 Pine st.

FOR SALE—A LARGE LOT OF GROUND 37½ feet by 100 on the north side of Bergen st., near Court-st., Brooklyn. Being in a fine business location, this is a good piece of ground for some mechanical business. Will be sold low if applied for soon. Part of purchase-money may remain on bond and mortgage.
RICHARD WILLIAMS, 182 Chambers-st., New-York.

FOR SALE IN BROOKLYN AT A BARGAIN—One 3-story high basement brick house, 22x36 feet with inclosed piazza, counter, cellar, &c., house contains 12 rooms, 5 marble mantels and grates; gas and fixtures, range, &c.; lot 22x90 feet, situate in Gates-av., near Classon-av. Price, $3,600; mortgage, $2,400. Apply to FOSTER & LOPER, No. 4 Sands-st., Brooklyn.

FOR SALE OR TO LET—NO. 201 MONROE-ST., in the VIIth Ward, a very convenient three-story house, with basement and sub cellar, gas, Croton water, bath-room, with hot and cold water. For sale low, or if rented to only one family. Apply to
PRESTON SHELDON,
No. 92 Market-slip.

FOR SALE OR EXCHANGE—FOR VACANT lots in New-York City—several brown-stone houses located in 20th-st., between the 1st and 2d avs. The houses contain all the modern improvements. Also, 30 lots in South Brooklyn, will be exchanged for improved property or vacant lots. Apply to THOS. MACFARLAN & SONS, No. 180 10th-st., near 3d-av.

FOR SALE OR EXCHANGE—AT HYDE Park, a farm of 230 acres, highly improved. The house is new and very spacious, with every convenience, a large barn and other suitable out buildings, all in good order. This is the most desirable farm on the Hudson, situated 2½ miles from the Railroad dépôt at Hyde Park. Apply to WM. HINTON, No. 343 4th-av.

FOR SALE OR TO LET—A LARGE MANU-facturing building, with a strong light on all sides, nearly 50x100 feet, five stories high. With it is connected a twenty-five-horse engine, tubular boiler and shafting, No. 67 Crosby-st., from the first of May next. Address, by note, J. B. CORLIES, No. 22 West 26th-st.

FOR SALE OR EXCHANGE—FOR FIRST-class property in this City, 40 lots on 58th and 59th sts., between 10th and 11th avs., and being located only two blocks from the south end of Central Park. Apply to THOMAS MACFARLAN & SONS, No. 180 10th st., near 3d-av.

FOR SALE—THE THREE-STORY AND BASE-ment frame house No. 22 Powers-st., Brooklyn, (third door from Atlantic,) finished in good style, gas fixtures, &c. Price, $3,600. Part can remain on bond and mortgage. Apply on the premises, or to C. PAULSON, No. 67 Liberty-st., New York.

FOR SALE—A FIRST-CLASS BROWN-STONE front house, 25x60, four stories high, with basement and under-cellar; built in the best manner with all the modern improvements; situate No. 173 Madison-av. Inquire of J. W. FIELDER, on the premises, or No. 72 East 26th-st.

FOR SALE—TWO THREE-STORY HIGH-STOOP basement houses, situated on the north side of West 50th-st., near 8th av., complete with all the modern improvements. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av.

FOR SALE OR EXCHANGE—A FARM OF 70 acres, or more if required, with country residence attached, situate in Suffolk County, L. I. A well-built City house, desirably located, taken in exchange. For particulars, address DINGEE & HOLDEN, 9 Nassau-st.

FOR SALE—A TWO-STORY AND ATTIC HOUSE with stables, and 4 lots of ground laid out in garden, in Franklin-av., near Myrtle, Brooklyn, or will be rented to a good tenant. Price $7 500. Apply to HOMER MORGAN, No. 3 Metropolitan Bank Building, Pine-st.

FOR SALE—THE THREE-STORY MODERN house, in good order, No. 24 Warren-place, (Charles-st.,) corner of Waverley-place. To be seen from 2 to 5 o'clock. A large portion of the purchase money can remain on bond and mortgage. Apply on the premises.

FOR SALE.—A SMALL THREE-STORY DWELL-ing, nearly new complete, with modern improvements; No. 161 East 19th-st., near 2d-av. Terms easy. Apply betwene 12 and 4 o'clock. No bill on the house.

FOR SALE—A VERY DESIRABLE HOUSE AND lot, No. 32 31st-st., near the 2d-av. The house is 3 story, and well fitted up, with all the modern improvements. Inquire of THOS. L. BROOKS, No. 293 Bowery.

FRUIT FARM FOR SALE—27½ ACRES, abundance of fruit and berries, 1½ miles from dépôt, and 28 miles from New York. $2,600. Also, other fruit and dairy farms of all sizes. C. H. OLIVER, 61 Liberty-st.

FOR SALE—THE FIRST-CLASS MARBLE-FRONT dwelling house No. 75 1st-place, Brooklyn. 70 per cent of the purchase money may remain on bond and mortgage. Inquire of W. H. WARING, 24 William-st.

FOR SALE—VERY LOW, AND A LARGE part on mortgage, desirable tenement property in fee in Hamilton-st., near Market-st., New-York. Apply No. 15 Nassau-st., Room No. 12.

FOR SALE—THE THREE-STORY BRICK HOUSE No. 24 King-st., containing all the modern improvements. Lot 25 by 100. For further particulars inquire on the premises.

FOR SALE—HOUSE AND LOT NO. 38 MARKET-st., in complete order. Inquire on the premises.

FOR SALE.

FOR SALE, IN NEWARK, N. J., A VERY large pleasant and convenient, three-story, double brick dwelling, situated at the corner of Chestnut and Orchard sts., facing on Chestnut, containing nineteen well-finished rooms, as follows: On ground floor, a large parlor, tea-room, dining and kitchen, with one in basement, and a fine, airy, cement cellar; on second floor, four bedrooms and two hall rooms; on third floor, eight nicely-finished rooms. Marble mantels on first and second floors, and gas and water fixtures throughout the house. The house is 35x40 feet, and one of the most desirable locations in the City, being near the South Park and convenient to the Chestnut st. dépôt. For further particulars, apply at the house any day from 2 to 5 o'clock P. M.

A BRICK HOUSE AND 4 LOTS FOR NOTH-ING—READ.—An acre of ground in the Ninth Ward, Brooklyn, near the Fulton-av. cars, will be sold for $2,000; half can remain. A brick house, 25x36, three stories, can be built for $2,000, when the whole amount, $4,000, can be borrowed on mortgage on the house and acre. In four years from May next, ten lots in the acre will bring $400 each, leaving the house and four lots clear. Location every way desirable, and as near Wall-st. as 50th-st., New-York. Call at No. 186 Washington-st., Brooklyn, between 9 and 11 o'clock A. M., see the map, and get particulars.

MURRAY HILL.—A DESIRABLE RESI-dence, located near 5th-av., is offered in exchange for a small two-story and attic house further down, and some cash, or for a well-located country seat. Also, a first class brown-stone house, in Brooklyn, to exchange.
DINGEE & HOLDEN, No. 9 Nassau-st.

FOR SALE—THE THREE-STORY BRICK DWELL-ing-house No. 113 7th-st., pleasantly situated, with modern improvements, good yard, grape vines, &c. Price $7,000; half can remain on mortgage. Apply on the premises.

FOR SALE—THE TWO-STORY AND ATTIC frame house No. 132 Vanderbilt-av., Brooklyn. Lot full, house large and well built, (filled in with brick,) dining-room extension. Apply on the premises, or to GEO. HUSSEY, No. 50 William-st., (basement.)

FOR SALE OR EXCHANGE, FOR A GOOD farm on the Hudson River, or for improved property in this City, 30 lots in South Brooklyn, on 18th and 19th sts. and 10th av. Apply to THOMAS MACFARLAN & SONS, No. 180 10th-st., near 3d-av.

FOR SALE—THE FIRST-CLASS FOUR-STORY house, No. 109 West 14th-st.; complete in every respect, with stable attached; the front is 37 feet, and lot nearly equal to two. Apply J. H. GIFFING, No. 5 Tryon-row, near City Hall, from 1 to 2 P. M.

COUNTRY RESIDENCES.

TO LEASE—THE COUNTRY SEAT OF THE LATE Samuel T. Carey, in East Chester, 15 miles from the City Hall, and about one mile from the Railroad Station of the Harlem, at Hunt's Bridge, or New-Haven at Mount Vernon. There are 70 to 80 acres of fine land, principally in meadow, large flower garden, well stocked with a great variety of choice plants and shrubbery, conservatory and forcing-house; also, vegetable garden, good house, barns and stables, and new farm-house, excellent water, &c. The grounds are in perfect order on the whole place. The premises adjoin William Seaton's, Esq., perfectly healthy, on high ground, and have a view of the Sound. Will be leased for a term of years to a good tenant, at a moderate rent. If desired, possession will be given immediately. Apply to PETER NAYLOR, No. 76 Broad-st.

FOR SALE—AT SCARSDALE, WESTCHESTER County, twenty-two miles from New-York by Harlem Railroad, a first-class residence, with about five acres of land; the house, which is built in the best manner of stone, is large and comfortable, has hot and cold water, with bath-room, &c., furnace and everything complete. There is a first-rate, commodious stable, and other out-houses, a large garden and a choice variety of fruit trees. This place is located but a short distance from the railroad dépôt; there is a church and excellent schools in the vicinity, and, in fact, everything necessary to make it a desirable country seat. For further particulars, apply to A. S. CAMPBELL, at Popham & Co.'s, No. 702 Broadway.

FOR SALE OR EXCHANGE.—THE ADVER-tiser offers for sale or exchange, his residence, situated in the village of Yonkers. Its location is not excelled by any in the place, being within ten minutes' walk of either dépôt, and the view of the river unsurpassed. The house is 40x40, built in the Italian style, two-story extension, and is supplied with hot-air furnace, bath room, hot and cold water, gas, &c. The other improvements consist of carriage house, stable, poultry house, double green house (well filled with choice plants,) and summer house. The grounds are well stocked with choice shrubbery and fruit, and are in perfect order. For further particulars, apply to W. H. ARTHUR, No. 39 Nassau-st., and No. 56 Liberty-st.

FARM AND RESIDENCE FOR SALE—AT Whitneyville, 3 miles from the Railroad dépôt at New-Haven, Conn., on the turnpike road to Hartford, consisting of 66 acres of land. The buildings consist of a well-built gothic stuccoed mansion, a cottage, or farm-house, barn, sheds, carriage house, ice-house and buildings for pigs and poultry, and are all large and substantial. The land it is supposed cannot be excelled in the county. It is all fit for and well adapted to gardening purposes. It is well situated so as to be divided and the owner will sell the whole or 32 acres, or 52 acres, with the farm-house and farm buildings, retaining the mansion and the remainder of the land. For terms of sale inquire of W. V. V. RAPALYE, No 18 West 14th-st., between the hours of 7 and 10 A. M. and 5 and 8 P. M.

FOR SALE OR EXCHANGE FOR NEW-YORK or Brooklyn City property, a beautiful country residence at Westport, Conn., within two hours' ride of this City by the New-York and New-Haven Railroad; house two-story front and three rear, surrounded by a wide piazza; and containing a fine well of water in the basement: a barn, &c., &c.; five acres of land beautifully laid out, and watered by a stream flowing through, containing a living spring; fruit of every variety, with evergreen and other shade trees, shrubbery, &c. The place is famed for its healthfulness and for its exemption from mosquitoes, flies, &c. For further particulars, inquire of JOSEPH JAUNCEY, No. 110 Pearl-st., or JAS. E. GRAY, No. 43 4th-st.

FURNISHED COUNTRY SEAT FOR RENT.—Will be leased for one or more years, a beautiful residence in the village of Flushing, L. I. The dwelling is a large two-story double house, with a wing attached. The grounds are ample and richly ornamented, comprising over six acres, with large gardens, lawns, &c.; a good barn, carriage-house, work-shop, hennery, ice-house, and, in fact, all the surroundings of a first-class private residence. The furniture will be let with the place, and possession given when wanted. With best of schools, churches and society, and easy access to the City, this offers a rare opportunity to a gentleman of leisure or business. For further particulars, inquire of J. F. FRANKLIN, No. 7 Wall-st.

COUNTRY RESIDENCE TO LEASE FOR A TERM OF YEARS—One of the most beautiful situations near the City of New-York on the high grounds of Weehawken, overlooking New-York Bay and City, Brooklyn, Staten Island, the Narrows, &c., perfectly healthy, and within a few minutes reach of the City. There are about twelve acres on the place, a fine mansion with all the necessary out-buildings, and is ornamented with waterfalls, rustic bridges, evergreens, &c. A further description is unnecessary, as any person desiring a residence of this character can examine it any time and see its advantages, by addressing J. G. G., Box 2,346, New-York Post-Office.

FOR SALE AT STAMFORD, CONN.—THE place formerly occupied by Dr. Samuel Lockwood, about ten minutes' ride from the dépôt, with 15 acres or more of good land, in a high state of cultivation, set out with large shade and ornamental trees of full growth, and fruit trees in full bearing, of the most choice kinds, cherries, pears, apples, peaches, &c.; the garden is well stocked with small fruits; the house is airy and convenient, with hall through the centre; there are good out-buildings barns, carriage-house, &c., &c. For terms, apply on the premises, or at No. 772 Broadway.

COUNTRY SEAT TO RENT.—TO LET FOR the Summer, or for one or more years, the residence of J. T. Headley, situated on the banks of the Hudson, just below Newburg. The house is built in modern style by the late A. J. Downing, and has spring water above and below, bath room, &c., and will be let furnished. Attached to it are nearly 14 acres of ground. It commands one of the finest views on the river. Apply to WM. C. RUSSEL, No. 18 Pine-st., New-York, or J. J. MONELL, Newburg.

COUNTRY RESIDENCE FOR SALE OR EXCHANGE FOR BROOKLYN PROPERTY—Containing about 18 acres; with neat cottage, carriage-house, ice-house and other outbuildings; a thrifty orchard and abundance of small fruit, situated at Willow Tree Station, Long-Island Railroad, 12 miles from South Ferry. Apply to T. N. WHEELER, No. 97 Water-st., New-York.

FOR SALE—IN THE VILLAGE OF WEEHAWKEN, N. J., a beautiful country residence, four acres of land, well laid out with fruit trees, shrubbery, &c. House 40x52; stable, sheds, &c., situated on Hackensack Plank-road, two miles from Hoboken Ferry. Stages pass the door every fifteen minutes. Large proportion of the money can remain on mortgage. Apply to A. BARNARD, No 134 Fulton-st., New-York.

FOR SALE AT YONKERS—ONE MILE FROM dépôt, on the post road, a neat, well-arranged two-story cottage, in good order, containing furnace, hot and cold water; stable and wagon-house attached; about one acre of land, well stocked with choice fruit and shade trees; three cisterns, with good supply of water; price, $4,700. Apply to A. T. GOURLIE, on the premises, or at No. 5 Hanover-st., New-York.

A FURNISHED HOUSE TO LET AT YONKERS—A large and splendid house, furnished, replete with every convenience, gas, furnace, range, water and bath; also, carriage house and yard, boat and bathing houses, fine shade and ornamental trees one acre of ground; on the river, two minutes' of railroad dépôt and steamboat landing. Apply to JONES & BISHOP, late N. C. Bishop, No. 168 Broadway.

FOR SALE AT YONKERS, ON THE EAST Bank of the Hudson, a large first-class mansion, built in the best manner, having every modern convenience of gas, water, &c., together with ten acres of land. From this place there is a most beautiful and commanding view of the River and surrounding country. Apply to M. T. BOLMER, near the premises.

TO LET OR LEASE—AT WHITESTONE, NEAR Flushing, a handsome three-story frame house, with about 20 acres of fine land, covered with fine fruit; the house is large, having about 18 rooms with water, bath-room, water-closets, &c. Can be obtained furnished, if necessary. For particulars, apply to W. L. SEYMOUR, No. 19 Nassau-st., room No. 5.

FOR SALE AT YONKERS—A COMMODIOUS two-story dwelling house with about two acres of land well stocked with fruit and shade trees. The house is desirably located, exempt from the noise of the village, and the view down the river unsurpassed. Apply to HENRY ANSTICE, adjoining the premises, or at No. 25 Nassau-street, New York.

FOR SALE OR TO LET—AT YONKERS, A large dwelling; gas and water; has stables and one acre of garden, and near dépôt and banks of the Hudson. Also, the house and lot No. 58 7th-st., near 2d-av., 3-story and basement and attic; 25x50; lot 100. For card and terms, apply to JOHN BRAINERD, No. 2 Pine-st.

FOR SALE AT PEEKSKILL—A HOUSE, with three acres of land commanding a fine view of the village and river. The place is well stocked with fruit trees, shrubbery, garden fruits, &c. For particulars apply to P. FLAGLER, on the premises, or to F. P. FLAGLER, No. 220 Water-st., New-York.

FOR SALE—IN THE VILLAGE OF FLUSHING, a very neat and modern-built 2 story and attic frame house and lot. Said property is located in the most pleasant part of the village, and for a small family will be found a very desirable place of residence. Apply to GEO. W. PECK, Flushing, L. I.

FOR SALE AT ORANGE, N. J.—AN ELE-gant cottage and grounds, carriage house and stable, garden fruit, berries, fine well of water, about one acre, and near to dépôt. Possession early. For card, and full description, apply to JOHN BRAINERD, No. 2 Metropolitan Bank Building, Pine-st.

COUNTRY RESIDENCES.

ELEGANT COUNTRY RESIDENCE AT PRIVATE SALE, AT FLUSHING, L. I.—situated in the heart of the village, with more than an acre and a quarter of land; in the immediate neighborhood of stores, schools and churches; a few minutes' walk from the steamboat landing and railroad dépôt. The house is large, and built in the most substantial manner, double, with wide hall, high ceiling, painted walls, two stories, with high basement, attic and wings. Although situated on one of the principal streets, which is paved, flagged and lighted with gas, the house is sufficiently removed from the street to be free from dust and noise, and is embowered by ornamental nurseries on either side. The grounds are laid out in the most tasteful manner, and furnished with a great variety of the choicest ornamental and fruit trees, now fully grown, together with flowering plants and shrubs, strawberries, raspberries, currants, grapes, &c., in great abundance. There is a good barn, an excellent well of water, cistern, and every other country convenience. The whole premises are in perfect order. The place is accessible by steamboat and railroad almost every hour of the day. To gentlemen doing business in the City this offers a rare opportunity of securing a genteel and comfortable residence combining all the advantages of City and country. Will be sold on the most reasonable terms if soon applied for, as the owner has removed to Troy, on account of professional duties. Possession given immediately. For further particulars, apply to U. S. DUNCOMB, No. 3 Nassau-st.

FOR SALE—IN RYE, WESTCHESTER COUNTY, New-York, 27 miles from New-York, 1½ miles from Rye Dépôt, a small place pleasantly located, and 8 acres of good land, half in meadow; good house 8 rooms and kitchen, a new barn, good well of water, a never-failing spring of soft water, good garden of the choicest kinds of small fruit, dwarf pears, choicest kinds of grapes, small, cold grapery, choice variety of apples, pears, peaches, plums, cherries, and plenty of shrubbery; the land adjoins the salt water, half mile of Rye Beach; three churches a mile distant; good neighborhood; furniture and movables with or without the place. Cheap and easy terms. Inquire on the premises, or of A. B. & S. DAVIS, No. 192 and 194 Cherry-st.
CAPT. N. HUBBARD.

A VALUABLE COUNTRY RESIDENCE FOR SALE—With 16 acres of highly improved land, beautifully situated on the banks of the East River, within one hour of the City of New-York and a half mile from the Dépôt of the N. Y. & N. Haven Railroad. On the premises are a large modern built mansion with wing attached, barn, a carriage-house, ice-house, boat-house and other out-buildings all in perfect order. The grounds are handsomely laid out with fruit and ornamental trees. There is also a large garden with a great variety of small fruit. For further particulars, inquire of P. R. WILKINS, No. 6 Pine-st., or of A. L. DE CAMP, No. 212 Front-st., where a lithographic view of the premises may be seen.

COUNTRY PLACE WANTED—ON A LEASE for one or more years, about an hour's ride from the City, either in New-Jersey or on the North or East River. Any one having such a place, may hear of an unexceptionable tenant by addressing TENANT, Box No. 1,729 Post-Office, New-York.

TO LET.

TO LEASE FOR A TERM OF FOUR YEARS—The upper part of the five-story white marble building No 555 Broadway; the second story is 200x35 feet in size; the third, fourth, and fifth are divided into a front and rear building, with an entrance both from Broadway and Mercer-st., and hoistways from top to bottom of the building. It has been occupied for the last six years by Samuel Waterbury's cabinet furniture warerooms. For further information, apply to WILLIAM TAYLOR, in the building, or to JOHN TAYLOR, No. 365 Broadway.

TO LET OR LEASE—A GOOD ENGLISH BASE-ment house, No. 28 East 41st-st., between Madison and 4th avs. The house is in good condition, with all the modern improvements; dumb waiter, speaking tubes, &c. Rent $500. Possession given in three days. Also, a small house to let cheap at Upper Morrisana. Also, a lot of ground for sale in 24th-st., between 5th and 6th avs. The lot is 20 feet front by one-half the block, No. 48. Inquire of B. F. GODSPEED, corner 19th-st. and 5th-av.

TO LET—THE FOUR-STORY HOUSE AND STORE No. 130 Chatham-st., together with a three-story building connected with the main building; the full depth of the lot 106 feet; the premises have been occupied as a looking-glass manufactory for many years. Also, the two-story house and store No. 7 Baxter-st., with a rear building, forming an L with the Chatham-st. lot. Inquire of THOMAS MILLER, No. 30 Cortlandt-st.

TO LET—A FINE LARGE THREE STORY BRICK House in Broad st., Elizabeth, New-Jersey, two minutes' walk from the dépôt; partially furnished or unfurnished, and has sixteen rooms heated by Culver's Furnace; range, gas, hot and cold water, bath room, stable, carriage-house, wash house and a fine garden. For further particulars, inquire of J. H. EARL, No. 45 Wall-st., or to HOWELL & MARSH, on the premises.

TO LET OR LEASE—THE THREE-STORY brick store and dwelling No. 28 Gold st., near John; well lighted, in good order, and suitable for manufacturing jewelry, plated ware, and other fancy goods; rent moderate. Can be seen from 10 to 12 A. M. Inquire at No. 93 John-st., or of DAVID MAGIE, No. 88 Clinton-place.

TO LET—45X75, THE NEW BUILDING ON SEV-enth-st., corner Hall-place, now occupied by the National Guard as drill-room, 1st and 2d floors and basement; best location for billiard and refreshment saloon in this City. Key at No 19 4th-av., opposite. Call and see it. JOHN BRAINERD, No. 2 Metropolitan Bank Building, Pine-st.

HOUSES TO LET—FURNISHED OR UNFUR-nished, on 5th-av., 9th, 10th, 11th, 12th, 14th, 23d and 34th sts., suitable for private families. Also, several large double houses, suitable for schools, boarding or club-rooms, and a few choice country seats to lease.
DINGEE & HOLDEN, No. 9 Nassau-st.

TO LET—AT NOS. 733 AND 735 EIGHTH-AVENUE, and No. 255 8th av., suites of rooms, consisting of parlor, dining-room, 3 bedrooms and kitchen, with gas and Croton-water. Rents from $12 to $15 per month. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av., or of J. M. DAVIES, No. 66 Wall-st.

TO LET—THE VERY SUPERIOR AND COMMO-dious brown-stone house No. 50 10th-st., near 5th-av. It is replete with all the modern improvements, gas and water throughout. To a good tenant, a lease for a term of years would be given. Apply to WINSLOW, LANIER & CO., No. 52 Wall-st.

SCHOOL-ROOMS TO LET—IN THE BIBLE house, Astor-place, a suite of rooms well adapted for the purpose and occupied for the last six years by a first-class school. Offices to let in the same building, which are very desirable. Apply at the Treasurer's Office, in the Bible House, entrance on 4th-av.

STORES NOS. 50 AND 54 JOHN-STREET TO LET—With basement and cellar, each 70 feet deep by 16 feet wide. Lofts to let—the second and fourth floors of House No. 113 Nassau-st., each 100 feet by 25. Also, offices and shops on the third and fifth floors. Inquire of M. J. GILHOOLY, No. 78 Nassau-st.

TO LEASE—ON WARD'S ISLAND, ABOUT 11 acres fronting on Harlem River, very suitable for foundry or other mechanical business. Abundance of water for wharf purposes. Immediate possession, if required. Terms moderate. Apply to E. H. BROWN, No. 121 Nassau-st., from 1 to 3 P. M.

TO LET—IN THE "TIMES BUILDINGS," FOR A term of years, a splendid suite of offices fronting on the second story—the most eligible in the building. Rent, $2,000 per annum. Inquire of JOHN HECKER, No. 56 Rutgers-st.

TO LET—A CONVENIENT DWELLING HOUSE, with garden attached, situate on the Bloomingdale Road, between Manhattanville and Carmansville. Croton water in the house. Apply to
LAWRENCE & HORN, No. 67 Wall-st.

TO LET—THE STORE NO. 737 EIGHTH-AVENUE, suitable for a fancy store or crockery, dry goods store or tailor shop, or would be altered for a bakery. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av., or J. M. DAVIES, No. 66 Wall-st.

TO LET—THREE VERY NEAT BROWN-STONE English basement houses, located on 20th-st., between the 1st and 2d-avs., containing every convenience for a small family. Possession given immediately. Apply to THOS. MACFARLAN & SONS, No. 180 10th-st.

TO LET—PART OF A HOUSE, WITH MODERN improvements; hot and cold water, range, hot-air furnace, gas, handsome chandeliers, &c.; situate in Broome st.; rent, $450. Address F.W., Box No. 146 *Times* Office, with real name and reference.

TO LET—THE THREE-STORY BRICK DWELLING house replete with all the modern improvements, No. 42 President-st., between Columbia and Van Brunt sts. Brooklyn, L. I. Apply to Arctic Fire Insurance Company, No. 29 Wall-st.

TO LET—THE BRICK BUILDING, STORE AND lofts, No. 41 Harrison-st. Superior location for provision or commission business. Apply to WHITE & VAN VLIET, at the malt house on the corner of Bethune and West sts.

TO LET OR LEASE—A SUBSTANTIAL, WELL lighted five-story and basement brick building, 25 by 80, suitable for printing or manufacturing, and within two blocks of the City Hall. For particulars apply to S. S. RIKER, No. 150 Nassau-st.

TO RENT—A FINE SUIT OF ROOMS ON THE first and second floors, furnished or unfurnished, at No. 2 West 26th st., corner of Broadway, opposite Madison Park and Worth Monument. Best of reference required.

TO LET OR LEASE.—HOUSE AND STORE.—The commodious three story and attic house No. 189 10th-av.; may be changed to a store. Also, store No. 297 Bowery. Rent for both cheap. Apply to S. B. CHASE, No. 5 New-st., between 10 and 2.

TO LET—TO A SMALL FAMILY, THE SECOND story of house No. 448 Fourth-st., near Second-av., consisting of 2 parlors with folding doors and pantries, 2 bedrooms and back basement. Can be seen from 1 till 4 P. M.

TO LET.—THE FINE TWO STORY BRICK dwelling house, No. 30 Lispenard-st.; contains gas and Croton water. Possession given May 1st. Apply to STILWELL & SWAIN, No. 11 Chambers-st.

TO LET—AT MORRISTOWN, N. J., A THREE-story brick dwelling-house, fronting the Park. Possession given 1st of April. Apply to W. N. WOOD, Morristown, N. J.

FURNISHED HOUSE TO LET.—THE HOUSE contains all the modern improvements; furniture new. Possession immediately. Rent $800 to a responsible tenant. Apply at No. 272 4th-av.

TO LET—A HOUSE WITH ABOUT TEN LOTS OF ground situated on the south side of 57th st., between 1st and 2d avs. Apply to D. & A. KINGSLAND & SUTTON, No. 55 Broad-st.

TO LET—SOME OF THE BEST OFFICES IN THE Park Bank Building; also, the 4 story house No. 68 St. Mark's place, 8th st. Apply at the Bank, No. 3 Beekman-st.

A FARM IN THE TOWN OF JAMAICA, near the railroad, to lease for a term of years, or exchange for City property. STUART, WHITEHEAD & STEWART, No. 54 Wall-st.

TO LET—THE LARGE STORE AND LOFTS NO. 62 Vesey-st. Apply to THOS. MACFARLAN & SONS, No. 180 10th-st.

TO LET—THE BAKERY, NO. 691 EIGHTH-AVE-nue. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av.

TO LET—IN PEOPLE'S BANK BUILDING, SEV-eral very desirable offices. Apply at the Bank, Canal-st., corner of Thompson.

TO LET—LIGHT ROOMS AND STEADY POWER, near Broadway, at low rates, by JOHN GAUDU, No. 102 Walker-st.

LEASE OF LOFTS ON BROADWAY, above Duane-st., to be had. Address Box 2,200 Post-office.

TO LET.

OFFICES TO LET.—TWO OFFICES TO LET ON the fourth floor in the New-York *Times* Building. Apply at the Publication Office of this paper.

TO LET—ON MURRAY HILL, A LARGE brown-stone house, with or without furniture.
TO LET—A small three-story brick house in 32d-st.; all the modern improvements.
TO LET OR LEASE—A three story brick house in Lispenard-st.
FOR SALE—A handsome three-story house in Lamartine-place.
FOR SALE—A Gothic house at Yonkers, on the Hudson River.
FOR SALE—Several desirable farms in Westchester and Dutchess Counties. Apply to
WM. HINTON, No. 343 4th-av.

HOUSES & ROOMS WANTED.

FACTORY WANTED.—THE ADVERTISERS would take a lease of a good factory in the City for a term of years; it must be well lighted and have room for about 200 workmen. Address MANUFACTURERS, Box No. 164 *Times* Office, with description of property and terms.

WANTED—A BROWN-STONE HOUSE, EITHER English basement or high stoop; must be 20 to 25 feet front. A corner house preferred, and location between 4th and 7th avs. Apply to ALBERT H. NICOLAY, No. 4 Broad-st.

TO REAL-ESTATE OWNERS.—WANTED to lease, by a responsible business man, tenant property; that located in the lower part of the City will be preferred. For further particulars, apply to J. F. WILLIAMS, No. 442 8th-av., or No. 13 Wall-st.

BOARDING.

PARIS HOTEL DE BAVIERE,
No. 17 Rue du Conservatoire, corner of the Rue Richer.
This Family Hotel, established in the newest style, and situated near the Boulevards, offers every comfort desirable for strangers visiting Paris.
The landlord, Mr. G. A. DEININGER, and servants, speak English. American, English and German newspapers taken in.

BOARDING.—TWO GENTLEMEN CAN OBTAIN a nicely furnished parlor, with gas, bath and grate, in a house owned by the occupant, situated below 4th-st., west of Broadway. References exchanged; Price $4 50 each per week, with partial board. Address, with name, Mrs. R., Box No. 196 *Times* Office.

BOARDING FOR CHILDREN.—ANY PER-son wishing to put one or two children, one year or more of age, out to board, where they will have motherly care and every desirable comfort at a moderate charge, will call or address MRS. MYERS, No. 50 Columbia-st., near Delancey, New-York City.

BOARDING—NO. 20 LAMARTINE-PLACE, WEST 20th-st; rooms to let, with board, in suites or single, to families or single gentlemen; house has all the modern improvements, on high, open ground, and connected by cars and stages with the business parts of the City. Family private. Reference required.

BOARDING—FOR SINGLE GENTLEMEN—NO 135 8th-st., opposite Clinton Hall, three doors from Broadway; also front room for two persons. Location unexceptionable; immediate vicinity of principal hotels, amusements, &c. Terms reasonable.

BOARDING.—DESIRABLE ROOMS AND BOARD for a family, or for single gentlemen, may be obtained at No. 163 Lexington-av., between 31st and 32d-sts. Best references will be given and required. Persons of religious habits preferred.

BOARDING.—A FRONT PARLOR AND BED-room, handsomely furnished, on the 2d floor of a modern house, may be obtained, with board; family private; references given and required. Apply at No. 42 West 19th-st.

BOARDING.—A PLEASANT FRONT PARLOR and bedroom may be obtained at No. 74 East 14th-st., near Union-square; also, a single room. Dinner at 6 o'clock.

BOARDING.—SINGLE OR SUITES OF ROOMS, with full or partial board, can now be had at No. 199 10th-st.; house large and airy; location very desirable.

BOARD.—WANTED TO ENGAGE, FROM ABOUT the 10th of March, a furnished front room and bedroom, with board for a gentleman and lady, in a first-class house in the vicinity of 4th, 5th or 6th avs., not higher than 34th-st. Address J. A., Box No. 189 *Times* Office, stating location and price, which must be moderate.

BOARD IN BROOKLYN—WITHIN TEN MIN-utes' walk of Fulton and Wall-st., Ferries. House first-class; location fine, and no children. No. 49 Concord-st.

BOARD IN BROOKLYN.—A LARGE ROOM and bedroom; also, single room, at No. 79 Sands-st., corner of Jay. Dinner at 6 o'clock. Terms moderate.

FURNISHED APARTMENTS ON THE SEC-ond floor of a pleasantly located house near Union-square to let, to one or two single gentlemen only. The family is small and strictly private. Desirable to persons appreciating comfort and quiet. Breakfast, if required. Address BERTRAND, Box No. 300 Union-square Post-Office.

ROOMS TO RENT—WITH OR WITHOUT BOARD, at No. 53 West 16th-st., between 5th and 6th avs.; also, a basement room suitable for a physician; terms reasonable.

TO LET—TWO OR THREE COMFORTABLE rooms connecting, suitable for one or two gentlemen; house private; near Washington-square; rent $20 and $30 per month. Address Box No. 3,342 Post Office.

ROOMS TO LET, WITH BOARD, IN A private family, to a gentleman and wife, or two single gentlemen. 141 West 34th-st. References exchanged.

INSTRUCTION.

RUTGERS FEMALE INSTITUTE,
Nos. 262, 264 and 266 Madison-st.
The 80th term opens March 14. Pupils received into the family of the Principal. The Institute stages convey pupils residing in distant sections of the City, to and from school. HENRY M. PIERCE, A. M., Principal.
JOHN M. KREBS, D. D., President.

AMENIA SEMINARY—ESTABLISHED IN 1835.—The Rev. D. GAGE, A. M., Principal. A first-class institution for ladies and gentlemen. Some of its advantages—a full corps of thorough and experienced teachers, ease of access and healthiness of location. Spring Term of 14 weeks will commence April 7. Board and Tuition in common English, $38. For circulars, address the Principal, or GEO. W. CENTER.
AMENIA, Dutchess County, N. Y., Feb., 1859.

WALNUT HILL SCHOOL, GENEVA, N. Y.—The long term of the Rev. Dr. REED'S Boarding School for Boys has just opened. Terms $250 a year. Circulars sent on application.
REFERENCES—Bishop POTTER, No. 33 West 24th-st.
ALEX. W. BRADFORD, Esq., No. 6 Wall-st.
EDWIN CLARK, Esq., No. 4 Fletcher-st.
GENEVA, Feb. 1, 1859.

AMERICAN SCHOOL INSTITUTE, NO. 346 Broadway, New-York, is a practical and valuable agency for supplying the wants of Schools and Teachers. References, Faculty Amherst College, D. Lowell Mason, the Rev. D. C. Van Norman, et al. Wanted, a competent teacher of music and classics, and a lady teacher of the harp and piano. SMITH, WOODMAN & CO.

ACADEMY OF LANGUAGES—NO. 929 BROAD-WAY—F. MARTINELLI, PRINCIPAL.—Instruction given in French, German, Spanish, Italian, Latin, Greek, Hebrew and English. Classes are formed day and evening. Terms in classes, $10 per quarter. For circulars, apply as above, to F. MARTINELLI.

CLASSICAL AND ENGLISH SCHOOL.—No. 20 East 31st-st., James Weir Mason. New term begins February 7th, but pupils received at any time. Personal instruction by the Principal and thorough drilling in the English branches. Circulars and further information at CARTER'S bookstore, or at the School.

BOYS PREPARED FOR BUSINESS AT DOLBEAR'S Commercial Academy, No. 609 Broadway, can always obtain good situations in stores, offices or banks. They are trained in manly business habits, become quick in figures, rapid business penmen and good book-keepers. One $15 private desk vacant.

FERRIS FEMALE INSTITUTE, NOS. 61 and 63 Madison-av., New-York. Boarding Department in charge of the Principal. Next term opens Feb. 14. Applicants can see the Principal at any time. The Rev. Dr. FERRIS, Rector; C. H. GARDNER, A. M., Principal.

MRS. HOWLAND AND DAUGHTER'S French and English Boarding and Day School for Young Ladies, No. 22 East 35th-st. A limited number of pupils received. For particulars, apply at the School or by letter to the Principal.

B. A. SMITH'S SCHOOL FOR BOYS—Lexington-av., between 26th and 27th sts. Terms moderate.

TEACHERS.

VISITING TUTOR.—A GENTLEMAN WHO has had great experience in teaching the various branches of an English education together with Latin, Greek, French and mathematics, wishes to meet with pupils either in New-York or at a short distance in the country. He refers to the parents of present pupils. Address W. S., Box No. 109 *Times* Office.

WANTED.—A YOUNG LADY OF THE HIGHEST respectability, and having a thorough education, desires a position either as visiting or resident governess, or assistant in a school. Is qualified to teach English branches, music, and painting. Unexceptionable references given as to character and competency. Address K. F. E., Box No. 915 New-York Post-office.

GOVERNESS.—A YOUNG LADY WHO HAS been all over Europe, speaks four languages fluently, and has been for years accustomed to teach drawing, &c., wishes to make an engagement as governess or companion with a family traveling in Europe. Address S. E., Southside Post-office, Staten Island, N. Y.

WANTED.—A YOUNG MAN OF GOOD MORAL character, who has had experience in teaching, wishes to obtain a situation as instructer. Would like to go into a private family. Address Box No. 7, Pottstown, Montgomery Co., Penn.

WANTED—A SITUATION, BY A GRADUATE OF College, as English and classical teacher; has had experience, and can furnish the best of references. Address Box No. 3,919 New-York Post-Office.

GROCERIES & PROVISIONS.

STILL AHEAD OF COMPETITION.
Great reduction in prices of Teas, Groceries and Provisions, at the
CANTON TEA WAREHOUSE,
No. 260 Greenwich st. and No. 89 Murray st., New-York.
THOMAS R. AGNEW has the largest and choicest stock of
Fine Teas, Wines, Groceries and Provisions to be found in any store in New-York, at the lowest prices. Choice family flour, $5 to $8 50, and all other goods equally low. THOMAS R. AGNEW,
Importer and dealer in Wines, Teas, Groceries and Provisions. No. 260 Greenwich-st. and No. 89 Murray-st., New-York.

FINE ARTS.

ARTISTS, TEACHERS AND SCHOOLS are respectfully informed that the subscriber is now selling the best English Canvas, Oil and Water Colors, Brushes, Pastels, Drawing Papers, &c., at lower prices than any other house in the City. W. SCHAUS,
Artists' Colorman, No. 629 Broadway.

MUSICAL.

THE DRIGGS PATENT PIANO-FORTE—
(W. V. WALLACE.)
Its tones are the fullest, most sonorous and pure.
It is the most durable, and will remain longer in tune than any other Piano-forte.
It is built upon a solid iron frame or bed plate—the whole case forms a vibrating shell, with an upper and lower sounding board, like the violin.
"It is the best piano-forte existing," and is recommended by Thalberg, Gottschalk, Wm. H. Fry, M. Strakosch, Maretzek, Albert H. Wood, Gustave Eckhardt, Wm. Mason, H. Wollenhaupt, and many other musical celebrities.
Sole agents, WM. HALL & SON, No. 239 Broadway.

MASON & HAMLIN'S
MELODEONS AND HARMONIUMS
OF ALL KINDS.
Ranging in price from $60 to $450, equally adapted for the church, vestry, school room, lodge-room or parlor.
Messrs. CHICKERING & SONS are the sole Agents for these superior instruments for the State of New-York.
Warerooms No. 694 Broadway, New-York.
Dealers supplied at regular factory prices.
Descriptive Catalogues sent on application.

PIANOS AND MELODEONS.
First-class PIANOS, fully warranted, plain or richly carved, at LOWEST PRICES.
PIANOS and MELODEONS to LET or sold on installments. J. M. PELTON, 841 and 843 Broadway, N. Y.

FOUR SUPERIOR SEVEN-OCTAVE ROSE-wood Piano-Fortes, but little used, and as good as new, will be sold at great sacrifices for cash; one is a handsome case, with Louis XIV. legs, carved mouldings, lyre and desk, name-board inlaid with pearl, and scolloped keys. Price $250, a little more than half its original price. Also one 7-octave at $200, one at $175, and one at $155, all good instruments and great bargains, at J. & C. FISCHER'S Warerooms, No. 325 Broadway, opposite the Broadway Theatre.

ALEXANDER'S, CARHART'S, MASON & Hamlin's and Prince & Co.'s harmoniums and melodeons for sale or for rent at reduced rates. One 4-octave rosewood melodeon for $25. Pianos to rent at low rates. Piano stools, new style, for $2 50 each. One T. Gilbert piano, in perfect order, for $75. Sheet music and music books at wholesale and retail.
S. T. GORDON, No. 706 Broadway, near 4th-st.

GOLD-MEDAL GRAND AND SQUARE PIANOS—STEINWAY & SONS, Nos. 82 and 84 Walker-st., near Broadway, New-York, have always received the first premium where and whenever in competition with the best makers of Boston, New-York, Philadelphia and Baltimore. Every Piano warranted for three years. Prices moderate.

HALLET, DAVIS & CO.'S GRAND, PAR-lor Grand and Square Pianos, long known as the best pianos made. Melodeons cheap. New-York pianos at great bargains, second-hand pianos by Gilbert, Chickering and others at $50, $75, $100 and $200. Pianos and melodeons to let. T. S. BERRY, No. 458 Broadway, corner Grand-st., marble building.

ORGAN FOR SALE.—A MAGNIFICENT PAR-lor or church organ for sale, with case, splendidly decorated in gold and colors, 10 stops, 1½ octave pedals, price $850; to be seen at the organ factory, No. 172 Centre-st., corner of Canal-st.

ORGANS, CHURCH ORGANS.—FOR SALE, one eight-stop organ, gothic case, pedals and swell; one six-stop do.; also one second hand organ, four-stops, with pedals. The above are warranted superior tone and finish. W. H. DAVIS, No 40 Downing-st.

HAZELTON BROS., PIANO-FORTE MAN-ufacturers, No. 209 Centre-st., offer a fine assortment of brilliant and full-toned pianos at the lowest rates. Each piano warranted to give satisfaction, and guaranteed for three years.

ALBERT WEBER, MANUFACTURER, No. 155 West Broadway, near Canal-st., will sell a large assortment of his celebrated pianofortes at very great bargains. Second-hand pianofortes taken in exchange at their full value. A call is respectfully solicited.

T. H. CHAMBERS—SUPERIOR PIANOS, BI-ble House, Astor-place. An unlimited warrantee given with every instrument of his own manufacture. Second-hand Pianos from $50 upwards.

A LARGE STOCK OF PIANO-FORTES, IN plain and carved cases, at wholesale prices, for cash. All pianos fully guaranteed for two years. Second-hand pianos at $50 to $140. A. E. THOMPSON, 499 Broadway.

WANTED—IN A PROTESTANT CHURCH IN South Brooklyn, a Soprano singer; must read well and have a voice of good compass and power. Such a one may find a situation, by addressing, with views of salary and reference, MARTINE, Box 105 *Times* Office.

IRON AND HARDWARE.

LEONARD & JACKSON'S
"PATENT LIGHTS."
A CARD TO THE PUBLIC.
Having been creditably informed that persons have on one or more occasions endeavored to injure our business by false and malicious statements to the effect that the vault light which we manufacture and sell is an infringement of letters patent granted to Mr. Thaddeus Hyatt, we hereby notify those persons to desist from such defamatory statements, as we shall hold them personally responsible for damages.
Letters patent for the vault light which we are manufacturing, was granted June 29, 1858, and, should it be questioned, we are fully prepared to defend our rights in the premises, and to show that we are not infringing upon the rights of Mr. Hyatt or any one else.
JACKSON & THROCKMORTON,
Architectural and Nautical Iron Works,
Nos. 55 to 67 Goerck-st., New-York.

HYATT'S PATENT LIGHTS.
A CARD HAVING BEEN ISSUED
TO THE PUBLIC
By parties who frankly confess that they do not pay me for my invention, I avail myself of this opportunity to advertise the names of those who do. The following persons, only, are licensed under my patents in this City:
George R. Jackson & Co.
J. B. & W. W. Cornell & Co.
S. B. Althause & Co.
Ingalls & Case.
Theodore Hyatt.
The law is, that a person who purchases or uses a patented article is equally liable for infringement with the maker of it. The "makers" having fairly notified the "users" of their intention not to pay, the "users" have only themselves to blame if I collect my tariff of them—as I shall certainly do. THADDEUS HYATT.
NEW-YORK, January, 1859.

ESTABLISHED 1830.
GEORGE R. JACKSON & CO.,
EXCELSIOR IRON WORKS,
Nos. 199 and 201 Centre-st.,
Nos. 1, 3 and 5 Howard-st., and
Nos. 117, 119 and 121 Elm st.,
New-York.
Manufacturers of iron railings of all kinds for dwellings, cemeteries, parks, stores, offices, &c.
Bank doors, safes and window shutters.
Patent Prismatic Lights for vaults, areas, skylights, &c.
Enameled grates and fenders.
Corrugated iron roofs.
Having added a foundry to our works, we are prepared to furnish
Iron columns, beams, girders, and all kinds of castings for building purposes.
Specimens of our work can be seen in the *Times* Building, American Exchange Bank, Wilson G. Hunt's store, Park-place; Thomas Hunt's store, College-place.
United States Custom-houses at Buffalo, Oswego, Cleveland, Detroit, Newark, New-Haven, Pensacola and Richmond; United States Marine Hospital at Detroit and Portland, and United States Assay Office, New-York.

INGRAM'S PATENT KITCHEN RANGE—A great improvement in ranges. A water back, with pipes and connections very simply arranged and a perfect remedy for the evil of putting out the fire if the water be stopped for any cause. It also prevents any breakage and leakage around the range. Those in want of a good cooking range, that can be regulated by any person, and used either with or without water, will find it for their advantage to call at I. INGRAM & SONS, Manufacturers, No. 334 4th-av., New-York. Circulars sent to order. State Rights for sale.

RELIANCE FIRE REGULATOR—FOR SAV-ing fuel in steam boilers. The most sensitive and efficient instrument of the kind.
CHAS. W. COPELAND, No. 66 Broadway, N. Y.

NICKEL.—BEST SWEDISH, FREE FROM AR-senic, imported direct by C. E. HABICHT, No. 80 Beaver-st.

O. AMES & SON'S SHOVELS AND SPADES.—For sale by
JOHN W. QUINCY & CO., No. 98 William-st.

THOMAS PIG IRON—SOFT, FREE, STRONG and a warranted substitute for Scotch Pig.
JOHN W. QUINCY & CO., No. 98 William-st.

BANCA TIN, INGOT, COPPER, SPELTER, Antimony, &c., for sale by
JOHN W. QUINCY & CO., No. 98 William-st.

MOUNT-HOPE CUT NAILS, SUPERIOR quality: none better in market. Agents.
JOHN W. QUINCY & CO., No. 98 William-st.

TELEGRAPH WIRE—BEST QUALITY.—ALL kinds, for sale by
JOHN W. QUINCY & CO., No. 98 William-st.

NEW PUBLICATIONS.

REMOVAL.
IVISON & PHINNEY,
EDUCATIONAL PUBLISHERS,
In consequence of the increased demand for their
SCHOOL AND COLLEGE TEXT BOOKS,
Have relinquished the general book trade, and taken for their enlarged business the new, large, marble double store,
48 AND 50 WALKER-ST.,
TEN DOORS WEST OF BROADWAY,
Where they offer greatly improved facilities for the accommodation of Booksellers, Teachers and Merchants.
IVISON & PHINNEY,
Nos. 48 and 50 Walker-st., ten doors west of Broadway.

WANTED—LOCAL AGENTS IN ALL THE UNOC-cupied cities of the Union, to take subscribers for ARTHUR'S HOME MAGAZINE. It makes a permanent and profitable business. Sold in cities, only by agents, at 20 cents a number, monthly, or mailed at publication offices to post-offices where no agent is located at $2 a year in advance. Address JAS. G. REED, No. 348 Broadway, No. 33 Appleton Building, New-York, Publisher.

PORTRAIT OF PAUL MORPHY.—AN AC-curate engraved portrait of Paul Morphy, printed on India paper, backed on heavy plate paper, for sale at the office of the *Chess Monthly*, No. 49 Nassau-st. Price 50 cents.

STATIONERY.

PAPER. PAPER. PAPER.
Printing, Writing, Wrapping, Hardware, Manila, Tissue, Envelope, Colored, Hanging, Blotting, Hatter's, Cloth, Tobacco, Shoe, Tea, Straw, and a full assortment of all other kinds of PAPER for sale at the lowest market prices, by CYRUS W. FIELD & CO., No. 11 Cliff st.

LETTER AND CAP PAPERS.—THE LARG-est assortment in the United States for sale by CYRUS W. FIELD & CO., No. 11 Cliff-st.

WEDDING & VISITING CARDS

AT EVERDELL'S, WEDDING AND VISIT-ING cards, notes, &c. These celebrated cards, splendidly engraved, can only be had—Broadway, corner Duane-st. Orders by mail solicited.

TEAZLES—PICARD'S FRENCH, ALL SIZES, for sale by C. E. HABICHT, No. 80 Beaver-st.

AUCTION SALES.

GEO. G. HAYDOCK, AUCTIONEER.

TRADE SALE—FLINT GLASS WARE.

ROBERT HAYDOCK
will sell, on
THURSDAY, Feb. 17,
at 10 o'clock, at his
Auction Room, No. 101 Liberty-st.,

3,000 packages French, American and Bohemian Flint Glass Ware.

WILLIAM TOPPING & Co., Auctioneers.

SPECIAL SALE
OF
STRAW GOODS.
WILLIAM TOPPING & CO.,
AUCTIONEERS,
will sell, on
THURSDAY, Feb. 17,
at 11 o'clock, at their salesroom,
No. 119 Broadway,
FOUR HUNDRED CASES OF STRAW GOODS,
consisting in part of

125 cases Palm Leaf Hats, a full assortment of all qualities in white and colors.
75 cases ladies' white, drab and brown Bloomers
75 cases Pedal, Canton, and Straw Bonnets, of the latest Spring style.
100 cases fancy Linen and Lace and Straw Bonnets.
25 cases Misses and Children's Hats and Bloomers.
10 cases Ladies' Equestrian Hats, new style.
Also,
Materials for manufacturers and milliners, consisting of Straw Laces, Button Trimming, Edgings, Braids, &c., &c.
Also,
A line of men's and boys' Fur and Wool Soft Hats.

ADRIAN H. MULLER, Auctioneer.

JERSEY CITY LOTS.

Attention is called to the sale of thirty valuable lots, embracing some of the most desirable locations for business purposes in Jersey City, to be made at auction THIS DAY, 17th inst., at 12 o'clock, at the Merchants' Exchange, by ADRIAN H. MULLER. Maps at No. 35 Wall-st.

MOUNT MORRIS.

A large sale of lots on and near this beautiful Park, (the largest except Central Park in this City) will take place TO-DAY, by the Messrs BLEECKER, at the Merchants' Exchange. The parcel embraces nearly 200 lots, and a large portion of the purchase money can remain on mortgage.

ALBERT H. NICOLAY, Auctioneer.

REGULAR AUCTION SALE OF STOCKS AND BONDS.—ALBERT H. NICOLAY will sell, THIS DAY, Feb. 17, at 12½ o'clock, at the Merchants' Exchange:

30 shares Atlantic Bank	$100 each
100 shares Citizen's Bank	25 each
10 shares Hanover Bank	100 each
30 shares Grocer's Bank	40 each
20 shares East River Bank	25 each
15 shares Niagara Fire Insurance Co	50 each
40 shares St. Mark's Fire Insurance Co	25 each
32 shares Commercial Fire Insurance Co	50 each
70 shares Beekman Fire Insurance Co	25 each
26 shares Manhattan Fire Insurance Co	50 each
40 shares Merchants' Fire Insurance Co	50 each
20 shares United States Fire Insurance Co	25 each
5 shares Security Fire Insurance Co	50 each
45 shares Lenox Fire Insurance Co	25 each
60 shares Peter Cooper Fire Insurance Co	20 each
30 shares Lamar Fire Insurance Co	100 each
20 shares Eagle Fire Insurance Co	40 each
10 shares Arctic Fire Insurance Co	25 each
200 shares Owego Gas Light Co.(pay 9 ₩ c. div.)	50 each
10 shares Third-avenue Railroad	100 each
11 shares Second-avenue Railroad	100 each
100 shares New-York, Newfoundland and London Telegraph Co	100 each
$5,000 Northern Indiana Railroad (Goshen Branch) 1st Mortgage Bonds.	
$1,000 Chicago, St. Paul and Fon du Lac Railroad Construction Bonds.	
$15,000 Town of Fort Madison (Iowa) 8 ₩ cent Bonds.	
$500 Milwaukee and Beloit Railroad Farm Mortgage Bonds.	
$15 000 Lee County (Iowa) 8 ₩ cent. Bonds.	

Securities received in addition to the regularly advertised list during every sale. Regular auction sales of Stocks and Bonds every day at 12½ o'clock, at the Merchants' Exchange. Stocks and Bonds bought and sold at private sale and at the Brokers' Board. Interest allowed on deposits. A large variety of Securities constantly on hand at private sale.

ALBERT H. NICOLAY,
Stock Auctioneer and Banker, No. 4 Broad-st.

A. J. BLEECKER, Auctioneer.

FRIDAY, FEB. 18—AT 12 O'CLOCK, AT THE MERCHANTS' EXCHANGE—EXECUTOR'S SALE ON NORTH MOORE-ST.—The 3-story and attic brick house, (with tea-room extension) and lot, No. 18 North Moore st., s. s., between Hudson and Varick sts.; house contains Croton, baths, &c., in good order; lot 25x75 feet.

ON GREENWICH-AVENUE—The two-story frame house and lot No. 110.

ON GREENWICH-AVENUE—The 3-story brick house and lot, No. 108 n. s., nearly opposite Jane-st.

ON 13TH-ST. (in rear of the above.)—The two-story brick houses and lots, Nos. 162 and 164 West 13th st.; 3 feet alley way between.

ON CLARKSON-ST.—Leasehold of the 3 story and basement brick front houses and lots, Nos. 43, 45, and 47 Clarkson-st., n. s., 62.4 east from Greenwich-st.; plot 54.4 front by 60 feet deep. The lease has two years to run at $160 ground rent, with 21 years renewal, or will be taken at a valuation.

ON 30TH-ST.—1 lot n. s., 207 feet w. 7th-av., 21.6x98.9.
ON BROADWAY, S. W. CORNER 68TH-ST.—4 lots.
ON 68TH-ST. (adjoining above, in the rear)—1 lot.
60 per cent. can remain. Maps, &c. at No. 7 Broad-st.
By order of William Boyd and John Cameron, Executors of James Cameron, deceased.

ANTHONY J. BLEECKER, Auctioneer.

LARGE SALE OF JONES' WOOD PROPERTY, comprising 257 Lots between 71st and 75th sts. and 3d-av. and the East River. By order of the heirs of the original proprietors, the subscribers will sell at public auction, at the Merchants' Exchange, on THURSDAY, 24th inst. at 12 o'clock:

On 1st, 2d and 3d avs., 38 lots.
On Avenues A and B, 32 lots.
On 71st-st., 25 lots.
On 72d-st., 44 lots.
On 73d st., 81 lots.
On 74th-st., 37 lots.
On 75th-st., 4 lots.

Seventy-five per cent. may remain for three years. Sale absolute. For maps, &c., apply to W. & M. H. WARD, No. 39 Exchange-place, or to
A. J. BLEECKER, SON & CO., No. 7 Broad-st.

A. M. CRISTALAR, Auctioneer.

MORTGAGE SALE STOCK OF A FANCY STORE, PERFUMERIES, &C.—A. M. CRISTALAR will sell on THURSDAY, 17th inst., at 10½ o'clock, at No. 30 John-st., a large and varied assortment of fancy goods, consisting of chess and backgammon boards, flutes, accordeons, violins, banjos, guitars, large lot of musical instrument-furniture and strings, china and bronze inkstands, toilet-boxes knives and scissors, brushes, combs, china and bronze ornaments and vases, ladies work-boxes, portable desks, playing cards, satchels and reticules, porte-monnaies, pocket-books, handkerchief-extracts, cologne, hair oil, fancy soaps, together with three glass cases.

DANIEL H. BURDETT, Auctioneer.

LARGE STOCK OF LAMPS AT AUCTION.—BURDETT, JONES & CO., will sell, THIS DAY, (Thursday,) the 17th, at 11 o'clock at the store of the late G. M. McCready, Jr., No. 426 Broadway.
(By order of the Administrator.)
Patent fluid, camphene and oil lamps, of plain Brittania and cut glass, with and without safety tubes, fast colors, hanging and bracket lamps, fire frame and paper shades, ball lamps, candlesticks, wicking, two fans, rich cut foot marble lamps, rich cut foot lamps, &c., &c. Also, the store fixtures. The stock can be examined at any time before the sale.

J. L. VANDEWATER, Auctioneer.

AT THE PAVILION, CASTLETON, STATEN Island, by order of the Executors of Thomas Hughes, THIS DAY (Thursday,) Feb. 17, at 12 o'clock, M., all the Household Furniture contained in the dwelling; also, bar-room fixtures, and the contents of same—brandies, wines, cigars, &c.; also, contents of stable, wagon, cart, harness, &c; also, a Riding Machine on Mount Pavilion, known as the "Scripture Mechanical Riding School," with appurtenances, together with the four years' unexpired lease for the exclusive right and use of said machine in the towns of Castleton or Southfield.

MILLER & McEVILY, Auctioneers.

PEREMPTORY SALE AT AUCTION.—THE four-story English basement house No. 138 West 43d-st. will be sold at auction, WEDNESDAY, Feb. 23, at 12 M., at the Merchants' Exchange, New-York, by MILLER & McEVILY. Also, house and lot No. 57 Tillary-st., Brooklyn. Also, house and lot northeast corner of Railroad-av. and 5th-st., Morrisania. Terms easy. For full particulars, apply to LOCKWOOD, LAWRENCE & CROSLY, No. 133 Nassau-st., New-York.

JOHN RENNIE, Auctioneer.

AUCTION NOTICE.—LARGE SALE OF MAGNIFICENT HOUSEHOLD FURNITURE.—JOHN RENNIE will sell THIS DAY, (Thursday,) at the dwelling No. 70 West 26th st., near 6th-av., consisting of parlor suits, piano-forte, paintings, mirrors, lace curtains, bureaus, bedsteads, mattresses, feather beds, and also a large assortment of dining-room, basement and kitchen furniture. Sale to commence at 11 o'clock. For further particulars see *Herald* this day.

SAMUEL OSGOOD, Auctioneer.

MORTGAGEE'S SALE OF HOTEL FURNITURE.—THIS DAY, (Thursday,) at 10½ o'clock at the Magnet Hotel, No. 22 Ann-st., all the furniture contained in the above building, consisting of carpetings, oil-cloths, bedsteads, hair mattresses, bedding, &c., extension and side tables, chairs, bars and gas fixtures, crockery and glass ware, large cooking stove and fixtures, by order of T. C. HOUGHTON, Mortgagee.

JOSEPH HEGEMAN, Auctioneer.

FRIDAY, FEB. 18 AT 10½ O'CLOCK, A. M., at the Central salesrooms, Willoughby, corner of Pearl st., Brooklyn, regular weekly sale of furniture, &c. A general assortment of parlor and chamber furniture, rosewood, mahogany and walnut, in good order; marble-top walnut buffet, Brussels and ingrain carpets and oil-cloths, stoves, &c., &c. Also, a quantity of furniture slightly damaged at the late fire in Elm-place.

JOHN E. VAN ANTWERP, Auctioneer.

REGULAR HARDWARE SALE.—J. E. VAN ANTWERP will sell, THIS DAY, at 10 o'clock, at No. 73 William-st., (in addition to the usual assortment,) 50 doz. socket and tinners' chisels, 1 cask hand and panel saws, 25 doz. polished C. S. shovels, 40 boxes fancy toilet soap, 100 fancy clocks. Also, part of a stock of shelf hardware. For full particulars see *Courier and Enquirer*.

A. M. CRISTALAR, Auctioneer.

CONSTABLE'S SALE.—STOCK OF STATIONERY, &c., &c—A. M. CRISTALAR will sell, on THURSDAY, 17th inst., at No. 34 John-st., at 11 o'clock, a large lot of letter, post, foolscap and note paper, blank and pass books, school books, pencils, sealing wax, India-rubber, &c., &c. Also, a large lot of wall paper.

SIMEON DRAPER, Auctioneer.

BY SIMEON DRAPER, OFFICE NO. 30 PINE-STREET.—Regular Auction Sale at the Merchants' Exchange EVERY DAY. Stocks and Bonds bought and sold at private sale. Sales THIS DAY at 12½ o'clock. See catalogue.

FURNITURE.

ENAMELED CHAMBER FURNITURE, In all colors, of superior and warranted manufacture, finished in landscape, fresco, fruit and flowers at H. F. FARRINGTON'S, No. 368 Canal-st., opposite Wooster. Established 1843.

COTTAGE ENAMELED FURNITURE, (IN all styles and colors.) Suites from $25 and upwards, wardrobes, mattresses, &c., at the old-established manufactory, No. 634 Broadway. Parties should purchase now from a large and well-seasoned stock, or leave orders for Spring delivery. Goods carefully packed for the country.

ENAMELED CHAMBER SUITES OF FURNITURE, in all colors and styles, wholesale or retail. At prices from $25 and upwards.
WARREN WARD, No. 287 Canal-st., (old No. 53,)
Four doors east of Broadway, New-York.

FINANCIAL.

THE
MUTUAL LIFE INSURANCE COMPANY
OF NEW-YORK.
OFFICE NO. 94 BROADWAY.

The following is a statement of the affairs of the Company for the fiscal year ending the 31st day of January, 1859:

Net Cash assets 1st of February, 1858		$4,434,459 09
Receipts during the year:		
For Premiums	$986,001 54	
For Interest	316,120 96	
For Annuities	3,482 20—	$1,305,604 70
Total		$5,740,063 79
Disbursements during the year:		
Paid claims by death, (including additions,)	$341,503 15	
Reduction of Premiums, Annuities, Commissions	57,434 94	
Surrendered Policies	74,206 01	
Expenses, to wit: Exchange, Postage, Taxes, Printing and Advertising, Stationery, Law Expenses, Medical Examinations, Rent, Salaries, &c	77,986 27—	$551,130 37
Cash Assets on hand 1st February, 1859		$5,188,933 42
Invested as follows:		
Cash on hand and in Bank	$173,756 08	
Bonds and Mortgages	4,998,666 72	
Due from Agents for moneys collected and in course of transmission	16,510 62—	$5,188,933 42

Interest accrued and deferred Premium account not included in above statement.

Number of Policies issued during the year	1,728
Number of Policies in force 1st February, 1859	10,993
Increase in the net cash assets during the year	$754,474 33

I have carefully examined the foregoing statement and believe the same to be correct.

SHEPPARD HOMANS, Actuary.

BOARD OF TRUSTEES.

FREDER'K S. WINSTON,
MILLARD FILLMORE,
DAVID HOADLEY,
WILLIAM V. BRADY,
HENRY A. SMYTHE,
ROBERT H. M'CURDY,
JOHN V. L. PRUYN,
WILLIAM BETTS,
ISAAC G. PEARSON,
WILLIAM MOORE,
JOHN H. SWIFT,
W. E. DODGE,
RICHARD PATRICK,
JOSEPH BLUNT,
NATHANIEL HAYDEN,
JOHN P. YELVERTON,
JOHN WADSWORTH,
WM. J. BUNKER,
SAMUEL M. CORNELL,
SAMUEL E. SPROULLS,
JOHN M. STUART,
HAMLIN BLAKE,
ALFRED EDWARDS,
LUCIUS ROBINSON,
SAMUEL D. BABCOCK,
GEORGE S. COE,
CEPHAS H. NORTON,
WM. K. STRONG,
EZRA WHEELER,
WILLIAM H. POPHAM,
LYCURGUS EDGERTON,
W. SMITH BROWN,
GEORGE R. CLARK,
ALEX. W. BRADFORD.

FREDERICK S. WINSTON, President.
Secretary, ISAAC ABBATT. Actuary, SHEPPARD HOMANS.
Medical Examiner, MINTURN POST, M. D.

DUNCAN, SHERMAN & CO.,
BANKERS,
CORNER PINE AND NASSAU STS., NEW-YORK,
ISSUE
CIRCULAR NOTES AND LETTERS OF CREDIT, for travelers, available in all the principal cities of the world.

THOMAS J. STEWART,
REAL ESTATE BROKER,
No. 30 Pine-st., between Nassau and William.
Particular attention given to the negotiation of improved Property and Lots located in the City of New-York.

DENNISTOUN, WOOD & CO.,
NO. 33 WALL-STREET,
Buy and sell Sterling Exchange, and issue Commercial and Travelers' Credits, available in all parts of the world.

EDWARD C. BOGERT,
(LATE OF BOGERT & KNEELAND,)
NOTE BROKER,
No. 52 Exchange-place.

DUNCAN, SHERMAN & CO., BANKERS. Corner of Pine and Nassau sts., New-York, Issue Letters of Credit and Circular Notes for travelers, available in all the cities of the United States, Canada, the West India Islands, &c., similar to those in such extensive use in Europe.

H. S. LANSING & CO.—EUROPEAN SHIPPING AND COMMISSION MERCHANTS—No. 72 Broadway, New-York. LANSING, STARR & CO., No 9 Chapel-st., Liverpool, and No. 74 King William-st., London, LANSING, BALDWIN & CO., No. 8 Place de la Bourse, Paris, and No. 21 Rue Corneille, Havre, will attend to shipping goods from Havre, Liverpool, London, at the lowest rates of freight, and at reduced charges. Small parcels forwarded to any part of Europe, by every steamer from New-York or Boston, by their American-European Express. Purchases made, and all kinds of commissions executed, by competent persons abroad. Sight and time bills sold.

THE AMERICAN EXCHANGE FIRE INSURANCE COMPANY—CAPITAL $200,000.—The books for the subscriptions to the capital stock of this Company, will be opened at the Office of the Company, under the American Exchange Bank, corner of Broadway and Cedar-st., on THURSDAY, Feb. 10, and continue open until the 17th, from 10 o'clock A. M., to 3 o'clock P. M. The whole amount of the subscriptions will be required to be paid on or before the said 17th inst.
NEW-YORK, Feb. 10, 1859.
WM. A. BOOTH,
THOMAS S. NELSON, } Commissioners.
LEWIS B. LODER.

OFFICE OF THE ILLINOIS CENTRAL RAILROAD COMPANY—NEW-YORK, Feb. 15, 1859.—The annual meeting of the shareholders of the Illinois Central Railroad Company, for the election of Directors and the transaction of any other business, will be held at the office of the Company, in the city of Chicago, on WEDNESDAY, the 16th of March, 1859, at 10½ o'clock A. M. The Transfer Books will be closed on the 10th of March and reopened on the 18th.
W. K. ACKERMAN, Secretary.

$1,000 WANTED.—THE AMOUNT WILL BE amply secured on real estate in the country. The money wanted to build the first machine under a recent patent for sawing staves. A lien upon the entire patent conditioned to pay $2 000 out of the first net proceeds. Double your money in six months; and if the right man comes he may make $10,000 as traveling agent. Principals, not go-betweens, address P. C., Box No. 1,819 Post-office or apply to INVENTOR, No. 121 Nassau-st., New-York, Room No. 6.

ANNUAL REPORT OF THE INSURANCE COMPANIES.—My usual annual statement of the Insurance Companies, as reported to the Comptroller of the State of New-York, for the Legislature, and furnished to me by the State Department, is now ready for distribution, and can be obtained gratuitously on application at my office.
ALBERT H. NICOLAY,
Stock Auctioneer and Banker, No. 4 Broad-st.

NEW-YORK AND WASHINGTON PRINTING TELEGRAPH COMPANY.—Notice is hereby given that a special meeting of the Stockholders will be held at the office of the Company, on TUESDAY, the 22d day of February, instant, at 1 o'clock, P. M.
R. W. RUSSELL, Secretary.
NEW-YORK, Feb. 11, 1859.

$6,000, $3,500, $2,000 AND $1,500 TO loan on bond and mortgage on real estate in the City of New-York. EDWARD A. FRASER, Attorney and Counselor at Law, Commissioner of Deeds and Notary Public, No. 303 Broome-st., New-York.

BOSTON, CONCORD, AND MONTREAL RAILROAD COMPANY.—The Coupons on the Bonds of the above Company due Feb. 15, will be paid at the office of J. A. UNDERWOOD & SON, No. 18 Exchange-place.

P. W. GALLAUDET, NOTE BROKER, NO. 64 Wall-st., New-York.—Particular attention given to the sale of hardware, fancy and dry goods business paper. Collections made in any part of the United States.

$15,000 TO LOAN, IN SUMS TO SUIT parties, on bond and mortgage, on City property. Inquire of J. F. WILLIAMS, No. 442 8th-av.

FOR SALE—OWEGO GAS LIGHT COMPANY'S Stock. Pays regular 9 per cent. dividends. Apply to ALBERT H. NICOLAY, No. 4 Broad-st.

$20,000 STATE OF NEW-YORK SIX Per Cent. Stock of 1860, for sale by
READ & LATHROP, No. 40 Wall-st.

INSURANCE.

CLINTON FIRE INSURANCE COMPANY.
Office No. 52 Wall-st., New-York.
CASH CAPITAL, $250,000; ASSETS, $300,000.
This Company insures property of all kinds against loss or damage by fire on the most favorable terms.
All losses promptly adjusted and paid.
DIRECTORS:

HUGH LAING,
EFF'GHAM TOWNSEND,
CHAS. R. SWORDS,
JOHN PENFOLD,
JOHN COMPTON,
D. HENRY HAIGHT,
JOSEPH LAWRENCE,
LEONARDO S. SUAREZ,
SILAS BRONSON,
A. R. ENO,
JOHN WATSON,
JOSEPH W. CORLIES,
SAMUEL WILLETTS,
S. T. NICOLL,
GEO. GRISWOLD, JR.,
NOAH S. HUNT,
THOMAS SMULL,
J. H. RANSOM,
GEO. A. TOWNSEND,
DON ALONZO CUSHMAN,
U. J. SMITH,
ALFRED WILLIS,
SYLVESTER L. H. WARD,
ALVE E. LAING,
ROBERT M. BRUCE,
J. S. BOYD,
A. YZNAGA DEL VALLE,
LAWRENCE TURNURE,
HENRY S. LEVERICH,
J. H. HOLCOMB.

HUGH LAING, President.
JAMES B. AMES, JR., Secretary.

COPARTNERSHIP NOTICES.

DISSOLUTION.

The copartnership heretofore existing between the subscribers under the firm of MERRILL, FITCH & ALLIN, is by mutual consent this day dissolved. The new firm as under will attend to the settling of the business.
(Signed,) WM. H. MERRILL,
DENNIS M. FITCH,
GEORGE ALLIN.
NEW-YORK, Feb. 15, 1859.

COPARTNERSHIP.

The subscribers have formed a copartnership under the name and firm of PECKHAM, MERRILL, FITCH & CO., for the purpose of manufacturing and dealing in Jewelry, and will continue the business at No. 17 John-st., and attend to the settling of the business of the former firm.
(Signed,)
ALFRED G. PECKHAM, WILLIAM H. MERRILL,
DENNIS M. FITCH, GEORGE ALLIN.
NEW-YORK, Feb. 15, 1859.

BILLIARDS.

PHELAN'S IMPROVED BILLIARD TABLES AND COMBINATION CUSHIONS.

PATENTED FEB. 16, 1856; OCT 28, 1856; DEC. 8, 1857; JAN. 12, 1858;
NOV. 16, 1858.
For sale only by the manufacturers,
O'CONNER & COLLENDER, Nos. 51 and 53 Ann-st.,
And the patentee,
MICHAEL PHELAN,
Nos. 786 and 788 Broadway, New-York.

LONG ISLAND RAILROAD LEAVES S. FERRY Brooklyn, at 10 A. M., for Greenport; 3:30 Syosset (Saturday to Yaphank) 5 Hempstead; 6:30 P. M. Jamaica

DIVIDENDS.

DIVIDEND.

OFFICE REPUBLIC FIRE INSURANCE CO.,
No. 16 Wall-st., Jan. 13, 1859.
CAPITAL $150,000.
SURPLUS OVER $160,000.
Capital and Surplus limited to $1,000,000.

THIS COMPANY HAVE TO-DAY DECLARED A dividend of SIX 25-100 DOLLARS PER SHARE, payable to the stockholders on demand.

They have also declared an interest dividend of Six Per Cent. upon their outstanding scrip, payable on TUESDAY, the 8th day of February next, in cash.

They have further declared a scrip dividend on the earned premiums of the year ending the 31st day of December, 1858, of Thirty per Cent., the certificates deliverable to parties entitled thereto on TUESDAY, the 8th day of February next.

The Scrip Dividends declared by this Company for the last five years amount to ONE HUNDRED AND THIRTY-FIVE AND A HALF PER CENT.
ROBERT S. HONE, President.
DUNCAN F. CURRY, Secretary.

THE OSWEGO AND SYRACUSE RAILROAD Company have declared a semi-annual dividend of Four per Cent. upon the Capital Stock, payable on and after the 21st February.

New-York City Stockholders will receive their dividends from the Transfer Agent, HENRY A. OAKLEY, at the office of the Howard Insurance Company, No. 66 Wall-st.

Dividends not called for within thirty days, will be paid at the Treasurer's Office at Oswego only.
LUTHER WRIGHT, Treasurer.

OFFICE OF THE EXCHANGE FIRE INS. Co.,
No. 38 WALL-ST. }

DIVIDEND.—THE DIRECTORS HAVE DEclared a semi-annual dividend of Six per Cent. on the capital stock, payable 1st day of February. The transfer books will be closed from the 25th inst. until that date.
RICHARD C. COMBES, Secretary.
Jan. 22, 1859.

NEW-YORK AND NEW-HAVEN RAILROAD COMPANY,
OFFICE, No. 1 HANOVER-ST.
NEW-YORK, Feb. 2, 1859. }

DIVIDEND NOTICE.—THE BOARD OF DIRECTORS have this day declared a dividend of Three (3) Dollars per share on the capital stock of this Company, payable at this office on and after the 16th instant.
WM. BEMENT, Treasurer.

OFFICE OF THE NEW-YORK FIRE AND MARINE
INSURANCE COMPANY,
NEW-YORK, Feb. 3, 1859. }

DIVIDEND.—THE BOARD OF DIRECTORS have this day declared a semi-annual Dividend, payable to the stockholders on demand, at the office of the Company, No. 72 Wall-st.
D. UNDERHILL, Secretary.

DIVIDEND.—THE DIRECTORS OF THE NIAGara Fire Ins. Company have this day declared a Dividend of Ten per Cent. on the capital stock for the last six months, payable on demand, at the office of the Company, No. 67 Wall-st.
L. G. IRVING, Secretary.

OFFICE OF ST. NICHOLAS INSURANCE COMPANY—No. 10 Merchants' Exchange, Wall-st.—Dividend—The Board of Directors have this day declared a Semi-annual Dividend of Five (5) per Cent., payable on demand.
WM. S. SLOCUM, Secretary.

LORILLARD FIRE INSURANCE CO.—Office, Mechanics' Bank building, No. 31 Wall-st.—NEW-YORK, Feb. 3, 1859.—The Board of Directors of this Company have THIS DAY declared a semi-annual Dividend of Eight per Cent., payable on demand.
GEO. D. CRARY, Secretary.

DIVIDEND—THE PRESIDENT AND DIRECTORS of the Columbia Fire Insurance Company, No. 10 Wall-st., have this day declared a Semi-annual Dividend of Six per Cent., payable on and after the 10th inst. The transfer books will be closed until that date.
JAN. 5, 1859. JOHN C. BERGH, Secretary.

BUSINESS CHANCES.

NOTICE.—ALL PERSONS INTERESTED IN ST. Paul, St. Cloud and all points in Minnesota and Mississippi River, above Dubuque,—all persons having claims for collection, taxes to pay, investments to make, lands to enter with land warrants or otherwise, will find it to their interest to leave a line at the Merchants' Hotel to the address of H. & W. D. R., of St. Paul, or by calling in person, as one of the above firm will remain in the City for ten days. The best of City reference given, and any business intrusted will receive prompt attention.
H. & W. D. R., Box No. 123 St. Paul.
P. S.—We would be glad to receive the agency of a good Insurance Company.

A GOOD CHANCE FOR AN UPHOLSTERER, PAINTER OR PAPER-HANGER.—Good will of business and stock for sale and building to let. The old paper-hanging, cornice and window-shade store at No. 108 Fulton-st., Brooklyn, (with which is connected a trunk department in basement) for sale. Business established twenty years. Situation one of the best in the city. For further particulars inquire of E. MARX, on the premises.

TO LUMBER AND COAL MERCHANTS.—A RARE CHANCE.—For sale the well-known lumber yard and planing mills in the Dock at Yonkers, consisting of one block of 22 lots, with building and Woodworth's planing machine in first-rate running order; the whole or any part will be sold on liberal terms, as the owner is about to engage in another business. For further particulars apply at No. 320 West-st., New-York, or on the premises.

PARTNER WANTED.—THE ADVERTISER would like to take a partner, with $5,000 to $8,000, in manufacturing an article very salable; the business is of the highest respectability, and, to an active man, a splendid opportunity now offers. Full particulars will be given on having an interview. Address READY PAY, office *Journal of Commerce*.

$5,000.—RECTIFYING.—WANTED—A partner, understanding the rectifying business, with a capital of $5,000, to join a party with like capital and with good facilities. Also, wanted to engage the services of a competent rectifier. Address RECTIFIER, Box No. 154 *Times* Office.

TO HOTEL-KEEPERS AND LANDLORDS.—A young man of several years' experience in some of the first-class hotels, both in New-York and in the country, desires to lease a small, well-furnished hotel, or to take an interest in one where his services can be made available. Address ALBERT ROE, New-Haven, Conn

BROOKLYN LOTS WANTED.—ONE OR two building lots about two miles from the Ferry, in exchange for a small stock of ready-made clothing, or will pay some cash. Apply to WM. DOWNES & STANER, No. 71 Atlantic-st.

$20,000.—WANTED—A SPECIAL PARTNER in an established legitimate manufacturing business. The business is entirely unembarrassed, and extra capital is sought with a view to extend the same profitably. Address E. A. B., Box No. 132 Post-Office.

TO TAILORS.—THE STOCK AND FIXTURES of a clothing store, in a good business location, established 1839, for sale, proprietor going West. Address D. H. S., Broadway Letter Office.

$10,000.—PARTNER OR AGENT WANTED, with $10,000, in an established and paying business. Address N. W., Box No. 156 *Times* Office.

MILK ROUTE FOR SALE CHEAP, TOGETHER with a horse, wagon and cans all complete, and good cash customers. Inquire at 150 East 51st-st.

PUBLIC NOTICES.

OFFICE BOARD OF SUPERVISORS—NEW-YORK, Feb. 15, 1859.—MESSAGE FROM THE MAYOR.—The following was received from the Mayor, and directed to be published in one or more newspapers employed by the County.
JOSEPH B. YOUNG, Clerk.
MAYOR'S OFFICE,
NEW-YORK, Feb. 8, 1859. }

To the Honorable the Board of Supervisors:

GENTLEMEN: The resolution adopted by your honorable body, requesting the Comptroller to give such instructions to the Receiver of Taxes, as will effectually check the mutilation under the action of the Common Council of the tax lists after having been approved by the Supervisors, is herewith returned with my objections to the same.

The design of this resolution would seem to be for the purpose of preventing any action of the Common Council in relation to the remission of taxes being carried into effect. There can be no doubt that the law has given or intended to give to the Supervisors the power of remitting or reducing taxes until the period of six months after the confirmation thereof; but after that time, it seems to me that the Common Council have the right to exercise such power. At least it has been exercised by them for a period as long as any record of their proceedings exists.

It was always exercised even from immediately after the confirmation of the taxes, until the passage of the act of 1850, the 28th section of which provides that "The Board of Supervisors may remit or reduce a tax imposed as prescribed by law, for good cause shown by affidavit, taken before an officer authorized to administer oaths in the City of New-York and filed by them with the Tax Commissioners, and such reduction or remission must be made before the collection of the tax; but the application therefor must be made within six months from the delivery of the books to the receiver for the collection of such tax."

But this section, it will be seen, limits the period that the Board of Supervisors may act until six months after the confirmation of the tax.

In cases, then, where errors are afterwards discovered by assessing the same property twice, as has been heretofore done, in carrying out erroneously the amount of the tax, or other clearly ascertained mistakes, there should no doubt be some power to correct the same.

This has been always exercised by the Common Council, and the amendment made by the Legislature to the above-mentioned section (Laws of 1851, chapter No. 319,) by inserting at the conclusion thereof the following words: "And when under the provisions of the existing laws, any remissions of taxes shall be made by the Common Council of said City, the affidavit of the person applying shall be in like manner filed with the Commissioners of Taxes," would seem to admit the exercise of this right.

The question, however, is one which, until I am clearly satisfied that the Common Council have no power in these matters, will not warrant my approval of any resolution of the character of the one which I herewith return.
DANIEL F. TIEMANN, Mayor.

CITY OF NEW-YORK, DEPARTMENT OF FINANCE,
COMPTROLLER'S OFFICE. }

CORPORATION PROPERTY TO BE LEASED AT PUBLIC AUCTION.—The cellars connected with the several public Markets of the City, and also sundry lots, tenements, and buildings, belonging to the City, will be leased at public auction, at the City Hall, on THURSDAY, March 3, 1859, at 1 o'clock P. M., for the term of five years from the 1st day of May next.

Catalogues of the property to be leased, with the terms and conditions of sale, can be had at the Comptroller's Office.

By order of the Commissioners of the Sinking Fund.
ROBERT T. HAWS, Comptroller.
FEB. 1, 1859.

CORPORATION NOTICE.—THE COMMITTEE on Lands and Places of the Board of Aldermen, will hold a final meeting on the subject of the improvement of Tompkins Parade Ground, on THURSDAY, 17th inst., at 2 o'clock, P.M., at room No. 8 City Hall. All parties interested are hereby notified to be present, without further notice.
F. I. A. BOOLE, }
MICHAEL TUOMEY, } Committee on Lands
JAMES OWENS, } and Places.

CORPORATION NOTICE.—THE COMMITTEE on Wharves, Piers and Slips of the Board of Aldermen will meet at room No. 8, City Hall, on FRIDAY, 19th inst., at 3 o'clock P. M. All persons having business before the Committee will attend at the above mentioned time and place, without further notice.
THOS. W. ADAMS, } Committee on
F. I. A. BOOLE, } Wharves, Piers
HENRY SMITH } and Slips.

CORPORATION NOTICE.—THE COMMITTEE on Roads of the Board of Aldermen, will meet on THURSDAY, the 17th inst., at No. 8 City Hall, at 3 o'clock, P. M.
P. W. GENET, } Committee
NICHOLAS SEAGRIST, } on
JOHN H. BRADY, } Roads.

SHIPPING.

TAPSCOTT'S LINE—LIVERPOOL PACKETS.

The subscribers continue to grant Certificates of Passage to or from Liverpool by their favorite line of packets, comprising in part the following ships, viz.:
WM. TAPSCOTT, EMERALD ISLE, ALBION,
DREADNOUGHT, MIDDLESEX, VICTORY,
BENJ. ADAMS, CONSTELLATION, JOHN J. BOYD,
WEST POINT, PHŒNIX, SWITZERLAND,
UNDERWRITER, SHAMROCK, CAMBRIA,
making together, with others, a ship every five days.
The subscribers are also agents for the
"X LINE OF LONDON PACKETS,"
and
"GLASGOW LINE OF STEAMERS,"
for all of which they grant certificates on liberal terms.
REMITTANCES TO IRELAND, &c.
T. & CO. also continue to issue drafts, payable on demand, throughout England Ireland, Scotland and Wales. Circulars, with full particulars, may be had on application (if by letter inclose postage stamp) to
TAPSCOTT & CO., No. 86 South-st., New-York.
TAPSCOTT, SMITH & CO., Liverpool.

THE NEW LINE
FOR SAN FRANCISCO, CALIFORNIA.
Fare reduced.
$85 in Steerage.
$175 to $200 in Second Cabin.
$250 in First Cabin.

The steamship NORTHERN LIGHT, Captain TINKLEPAUGH, will leave New-York, from Pier No. 3, North River, THURSDAY, March 10, at 2 o'clock P. M., connecting *via* Panama Railroad with the steamship UNCLE SAM, on the Pacific Ocean.

For passage or freight, (having capacity for 100 tons of the latter,) apply at the only office of the Line, No. 5 Bowling Green, basement. D. B. ALLEN, Agent.

N. B.—All persons are forbid trusting any one on account of the above ships or owners.

THE NORTH GERMAN LLOYD'S STEAMSHIP NEW-YORK.
H. J. VON SANTEN, Commander,
Carrying the U. S. Mail,
Will sail positively
SATURDAY, Feb. 19, at 12 M.,
for BREMEN *via* SOUTHAMPTON,
taking passengers for
London, Havre, Southampton and Bremen,
at the following rates:
First Cabin, $100; Second Cabin, $55; Steerage, $35.
For freight or passage apply to
GELPCKE, KEUTGEN & REICHELT.
No. 84 Broadway.

NEW-ORLEANS,
MOBILE,
MONTGOMERY, ATLANTA, ALBANY, COLUMBUS, MACON, AUGUSTA, AND VARIOUS PLACES IN FLORIDA, VIA SAVANNAH, GA.—The favorite steamship AUGUSTA, Capt. M. S. WOODHULL, will leave on SATURDAY, Feb. 19, at 3 P. M., from Pier No. 4 N. R. Through tickets can be had for the following places. Fare as low as by any other steamers from New-York to Savannah. Accommodations superior. New-York to New-Orleans, $39 75; Mobile, $35; Montgomery, Ala., $28; Atlanta, Ga., $23; Albany, Ga., $24. New-York to Columbus, Ga., $23; Macon, Ga., $21; Augusta, $20; Savannah, $15. For freight or passage, apply to SAML. L. MITCHILL & SON, No. 13 Broadway.

FOR NASSAU, N. P., AND HAVANA.

The British and North American Royal Mail steamship KARNAK, Capt. A. BROWNLESS, will sail from the Company's wharf at Jersey City for the above ports, after the arrival of the steamship EUROPA, (leaving Liverpool Feb. 19,) probably 7th of March.

Passage money to Nassau	$45
Passage money to Havana	60
Passage money between Nassau and Havana	15

For freight or passage, apply to
E. CUNARD, No. 4 Bowling-green.

THE BRITISH AND NORTH AMERICAN ROYAL MAIL STEAMSHIPS.

FROM NEW-YORK TO LIVERPOOL.	
Chief Cabin Passage	$130
Second Cabin Passage	75
FROM BOSTON TO LIVERPOOL.	
Chief Cabin Passage	$110
Second Cabin Passage	60

The ships from Boston call at Halifax.

PERSIA, Capt. Judkins.	CANADA, Capt. Lang.
ARABIA, Capt. J. Stone.	AMERICA, Capt. Millar.
ASIA, Capt. E. G. Lott.	NIAGARA, Capt. Anderson.
AFRICA, Capt. Shannon.	EUROPA, Capt. J. Leitch.

These vessels carry a clear white light at mast-head; green on starboard bow; red on port bow.

ASIA, Lott, leaves New-York, Wednesday, Feb. 16.
AMERICA, Millar, leaves Boston, Wednesday, Feb. 23.
AFRICA, Shannon, leaves N. Y. Wednesday, March 2.
CANADA, Lang, leaves Boston, Wednesday, March 9.
EUROPA, Leitch, leaves N. Y., Wednesday, March 16.
ARABIA, Stone, leaves Boston, Wednesday, March 23.
Berths not secured until paid for.
An experienced Surgeon on board.

The owners of these ships will not be accountable for Gold, Silver, Bullion, Specie, Jewelry, Precious Stones, or Metals unless bills of lading are signed therefor, and the value thereof therein expressed. For freight or passage apply to E. CUNARD, No. 4 Bowling Green.

STEAM TO LIVERPOOL, LONDON, GLASGOW, DUBLIN, BELFAST AND LONDONDERRY.—And all the principal towns of England and Ireland, carrying the U. S. Mail, *via* Liverpool, without delay, at greatly reduced rates. The Liverpool, New-York and Philadelphia Steamship Company's splendid Clyde-built iron screw steamships are intended to sail as follows: From New-York, VIGO, Saturday, Feb. 26th, —— Saturday, March 12th, at 12 o'clock A. M., from pier No. 44, N. R. Passengers will find this the most speedy and safe route to the Continent. Rates of passage—Cabin, from New-York and Philadelphia, $75; Third class from New-York to any of the above-named places, $30. Return tickets, available for 6 months, $60. Passengers forwarded to Havre, Paris, Hamburg, Bremen, Antwerp and all parts of the Continent, without delay. Notice.—These steamers are provided with every requisite to insure the immediate extinction of fire, and the strictest discipline is enforced with regard to the use of lights. For freight or passage, apply at the office of the Company, JOHN G. DALE, No. 15 Broadway, New-York, Agent.
WM. INMAN, Tower Buildings, Liverpool.

FOR THE SOUTH AND SOUTHWEST, VIA CHARLESTON, S. C.—SEMI-WEEKLY U. S. MAIL SIDE-WHEEL STEAMSHIP LINE.—The favorite steamship JAS. ADGER, R. ADAMS, Commander, will leave Pier No. 4, North River, on SATURDAY, Feb. 19, at 3 o'clock P. M., precisely.
First Class Cabin Passage, $15.
Deck Passage, $6.
Through tickets to the following places:

To Montgomery, Ala....$25	To Columbia, S. C.......$20
To Atlanta, Ga...........23	To Jacksonville, Fla....21
To Augusta, Ga...........20	To Pilatka, Fla..........23

For Freight or Passage apply to SPOFFORD, TILESTON & CO., No. 29 Broadway.

The MARION, W. J. FOSTER, Commander, succeeds on WEDNESDAY, Feb. 23.

FOR SOUTHAMPTON AND HAVRE.—THE U. S. Mail steamer FULTON, J. A. WOTTON, Commander, will leave for Havre, touching at Southampton to land the mails and passengers, on SATURDAY, March 5, at 12 o'clock, from pier No. 37 North River, foot of Beach-st. This ship has five water-tight compartments inclosing the engines, so that in the event of collision or stranding, the water could not reach them, and the pumps being free to work, the safety of the vessel and passengers would be secured. Baggage not wanted during the voyage should be sent on board the day before sailing, marked "below."
For freight or passage apply to
W. S. DRAYTON, Agent, No. 7 Broadway.
N. B.—The steamer ARAGO will succeed the FULTON, and sail April 2.

FOR SAVANNAH AND FLORIDA.—THE American Atlantic Screw Steamship Company's new and elegant steamship HUNTSVILLE, JNO. A. POST, Commander, will leave Pier No. 12, North River, on SATURDAY, Feb. 19, at 3 o'clock P. M. Passage to Savannah, with unsurpassed accommodations, $15; through tickets to New-Orleans, $39 75; Mobile, $35; Montgomery, $26; Albany, Ga., $24; Atlanta, $23; Columbus, $23; Macon, $21; Augusta, $20; also, to principal places in Florida at lowest rates. Freight 10 cents per foot, and proportionate rates. Insurance ½ per cent. Apply to
H. B. CROMWELL & CO., No. 86 West st.

GREAT UNITED STATES MAIL SOUTHERN STEAMSHIP LINES FOR HAVANA AND KEY WEST, FLA. *via* CHARLESTON, S. C.—The splendid and favorite steamship ISABEL, Captain WM. ROLLINS, will leave Charleston for Key West and Havana on the 4th and 19th of each month. The Charleston steamships will leave this port for Charleston every WEDNESDAY and SATURDAY, at 3 o'clock P. M., from Pier No. 4, North River, connecting with the ISABEL for the above ports. Through tickets may be had on application to SPOFFORD, TILESTON & CO., No. 29 Broadway.

FOR NORFOLK, CITY POINT AND RICHMOND.—The United States Mail steamship JAMESTOWN, Capt. LEWIS PARRISH, will leave on SATURDAY, 19th inst., at 3 o'clock, P. M., from Pier No. 13, North River. She will arrive at Norfolk the next afternoon, and at City Point the following morning. Passengers for the South will proceed by the great Southern mail line. Those for Richmond will arrive there on Monday morning. Travelers will find this the cheapest, pleasantest and most expeditious route. Passage and fare, with stateroom, to Norfolk, $8; to Petersburg and Richmond, $10. Apply to LUDLAM & HEINEKEN, No. 32 Broadway.

BALTIMORE, WASHINGTON AND THE WEST.—The steamers of the New-York and Baltimore Steamship Line leave Pier No. 12 N. R., for Baltimore daily, making the passage in 40 hours. Freight to Baltimore, 6 cents per foot; to Washington, 10 cents per foot, and proportionate rates. For through rates to the West, covering insurance risk, apply at B. & O. R. R. Co.'s office, No. 223 Broadway. Apply to
H. B. CROMWELL & CO., No. 86 West-st.

UNITED STATES PASSPORTS ISSUED through J. B. NONES, Notary Public, No. 262 Broadway, corner of Warren st. Naturalized citizens must produce certificates. Important Passport laws and instructions of France issued with each passport. Bounty-lands, pensions, and extra pay procured.

PROPOSALS.

NEW-YORK, Jan. 31, 1859.

OFFICE OF THE HUNTER'S POINT, NEWTOWN AND FLUSHING TURNPIKE ROAD COMPANY.—Sealed proposals for the building of a road seventy feet in width, from Hunter's Point to Flushing, Long Island, will be received until the 28th day of February next, inclusive, at the office of Messrs. Crane & Ely, at Hunter's Point, or of John C. Jackson, Esq., No. 111 Water-st., New-York.

Maps and profile of the route will be exhibited to applicants, and full particulars given, at the office of Crane & Ely as above, and at the office of the Surveyor, Mr. Messerole, No. 140 4th-st., Brooklyn, Eastern District, on and after the 8th of February.

Proposals may be made for the whole work, or one or more sections thereof, addressed to the President of the Company, and must contain a limit of time for the completion of contract.

All the communications received will be opened in the presence of the Board of Directors, at a regular meeting, and the work will be awarded to the lowest bidder or bidders who shall furnish satisfactory security for the faithful performance of the contract.
A. W. WINANS, Secretary.

SEALED PROPOSALS WILL BE RECEIVED by the undersigned School Officers of the XVth Ward, at the Office of the Clerk of the Board of Education, corner of Grand and Elm sts., until Tuesday, Feb. 22, 1859 at 12 o'clock noon, for doing the mason work, carpenter work and painting necessary for the erection and completion of a new School House on the lots Nos. 71, 73 and 75 Oliver-st., in said Ward according to plans and specifications on file, and to be seen at the office of the Superintendent of School Buildings, No. 94 Crosby-st. Proposals must state the estimate for each branch of the work separately, and be indorsed "Proposals for mason work," "Proposals for carpenter work," and "Proposals for painting." Two responsible and approved sureties will be required from each contractor.

The School Officers of the Ward reserve the right to reject any or all of the proposals offered if deemed for the public interests to do so.
C. J. DOUGHERTY,
E. J. KELLY,
ANDREW CUSACK,
JOHN SHEA,
G. H. CASSERLY.

RAILROADS.

TRAVELERS FOR THE NORTH, SOUTH, East or West, should buy before starting APPLETON'S RAILWAY GUIDE. Price 25 cents. The clear manner in which the through route maps are delineated enables the traveler to see at a glance how he shall travel. He will save many a dollar by securing a copy.
D. APPLETON & CO., Publisher,
Nos. 346 and 348 Broadway.

NEW-YORK AND HARLEM RAILROAD,
WINTER ARRANGEMENT.
For Albany and Troy; fare $2.
On and after Monday, Dec. 6, 1858, trains will leave 26th-st., New-York, as follows:
8:20 A. M. for White Plains.
9:30 A. M. for Williams Bridge.
10 A. M. mail train for Albany.
11:30 A. M. for White Plains.
2:30 P. M. for Williams Bridge.
3 P. M. for Millerton.
3:30 P. M. Express for Albany.
4 P. M. for Croton Falls.
5 P. M. for White Plains.
6:15 P. M. for White Plains, from White and Centre sts.
6:30 P. M. for Williams Bridge.
RETURNING, WILL LEAVE
5 A. M. from White Plains.
6:45 A. M. from Williams Bridge.
7 A. M. from Croton Falls.
7 A. M. from Millerton.
7:20 A. M. from White Plains.
8:15 A. M. mail train from Albany.
10:30 A. M. from Williams Bridge.
12:30 P. M. from White Plains.
3 P. M. from White Plains.
3:30 P. M. Albany Express.
5 P. M. from Williams Bridge.
WM. J. CAMPBELL, Superintendent.

NEW-YORK AND ERIE RAILROAD.—ON and after MONDAY, Nov. 29, 1858, and until further notice, passenger trains will leave Pier foot of Duane-st., as follows, viz.: Dunkirk Express, at 8 A. M., for Dunkirk and principal intermediate stations. Mail West at 9 A. M. for Dunkirk and Buffalo and intermediate stations. Rockland Passenger, at 3 P. M., from foot Murray-st., *via* Piermont, for Suffern and intermediate stations. Way passenger at 3:30 P. M., for Newburg, Port Jarvis and intermediate stations. Night Express, at 4:30 P. M., for Dunkirk and Buffalo, and principal intermediate stations. Emigrant, at 6 P. M., for Dunkirk and Buffalo and intermediate stations. The above trains run daily, Sundays excepted. These Express Trains connect at Elmira with the Elmira and Canandaigua Railroad for Niagara Falls; at Binghamton, with the Syracuse and Binghamton Railroad for Syracuse; at Corning, with the Buffalo, New-York and Erie Railroad for Rochester, Buffalo and Niagara Falls; at Great Bend, with the Delaware, Lackawanna and Western Railroad for Scranton; at Buffalo and Dunkirk, with the Lake Shore Railroad for Cleveland, Cincinnati, Toledo, Detroit, Chicago, &c.
CHAS. MORAN, President.

CENTRAL RAILROAD OF NEW-JERSEY—Connecting at New-Hampton with the Delaware, Lackawanna and Western Railroad, and at Easton with the Lehigh Valley Railroad.

FALL ARRANGEMENT—Commencing Oct. 1, 1858.—Leaves New-York for Easton and intermediate places from Pier No. 2 North River, at 7:30 A. M., 12 M., and at 4 P. M.; for Somerville, by above trains, at 5 P. M. The above trains connect at Elizabeth with trains on the New-Jersey Railroad, which leave New-York from foot of Cortlandt-st. at 7:30 and 12 M., 4 and 5 P. M.

Passengers for the Delaware, Lackawanna and Western Railroad will leave at 7:30 A. M. only; for Lehigh Valley Railroad at 7:30 A. M. and 12 only.
JOHN O. STEARNS, Superintendent.

HUDSON RIVER RAILROAD.—FROM DEC 29, 1858, Trains will leave Chambers-st. Station as follows: Express Trains 8 A. M. 3:15 and 4:30 P. M.; Albany Mail Train 11:15 A. M.; for Poughkeepsie, 6:45 A. M. and 12 M.; for Dobb's Ferry, 3:40 P. M.; for Sing Sing, 6:30 P. M.; for Peekskill, 5 P. M. The Poughkeepsie, Peekskill, Sing Sing and Dobb's Ferry Trains stop at the Way Stations. Passengers taken at Chambers, Canal, Christopher and 31st sts. Trains for New-York leave Troy at 6:05 and 10:20 A. M.; and 3:15 and 5:38 P. M., and Albany about 15 minutes later. On Sundays at 8 P. M.
A. F. SMITH, Superintendent.

NEW-JERSEY RAILROAD—FOR PHILADELPHIA AND THE SOUTH AND WEST FROM JERSEY CITY—Mail and Express Line. Leave New-York at 8 and 11 A. M., and 4 and 6 P. M.; fare $3. New-Jersey Accommodation, 12 M., fare $2 25. Tickets sold for Cincinnati and West, and for Baltimore, Washington, Norfolk, &c., and through baggage checked to Washington in 8 A. M. and 6 P. M.
J. W. WOODRUFF, Assistant Superintendent.

FLUSHING RAILROAD—LEAVES FULTON-Market Wharf, by steamer ENOCH DEAN, 6:45, 8 and 10 A. M.; 4 and 5:30 P. M. The cars leave Flushing at 6:45, 8 and 10 A. M., and 4 and 5:30 P. M., exchanging passengers with the boat at Hunter's Point. Fare 25 cents.
WM. N. SMITH, Receiver.

INDIA RUBBER GOODS.

GOODYEAR'S PATENT—TRADE NOTICE.—All manufacturers and dealers in Suspenders, Garters, Shoe and other Webs, Tapes, Braids, Belts, Cords, Gloves, Wristlets and all similar goods, are informed that the exclusive license and ownership of the patent of C. Goodyear for Vulcanized Rubber applied in these fabrics, and many others, is in me, and such goods sold without my name and authority is in violation of exclusive rights, adjudicated to be mine, and I must hold all parties infringing responsible.

Licenses to use the patent may be had on application at my office and warehouse, No. 23 Cortlandt-st., New-York. Orders for every article in this line executed promptly, on reference for supply to parties to whom specific rights have been assigned by me. HORACE H. DAY.

TO MANUFACTURERS, DEALERS AND IMPORTERS OF VULCANIZED ELASTIC WOVEN RUBBER GOODS, &c.—The United States Circuit Court for this District—the Hon. Charles A. Ingersoll presiding—having decided that Horace H. Day has no legal right to manufacture, import or sell, or license others to manufacture, import or sell, any other elastic vulcanized rubber goods or fabrics than shirred or corrugated goods, as granted by Charles Goodyear to said Day by agreement of Oct. 29, Nov. 5 and Dec. 5, 1846.

We hereby notify the manufacturers, importers and dealers in such goods, other than the shirred or corrugated goods, that we, through grants of said Goodyear, have the exclusive right to manufacture, import and sell, and to license others to manufacture, import and sell all Elastic Vulcanized Rubber Goods or Fabrics, except the shirred or corrugated goods so granted as above-mentioned.

This right, so far as relates to suspenders, is in the NASHAWANNUCK MANUFACTURING COMPANY, and as to all other of such elastic goods, except said shirred goods, is in WILLIAM JUDSON.

While we do not desire to interfere with the trade, or prevent the sale by foreign manufacturers of their valuable fabrics, for which we have the exclusive right aforesaid, or to prohibit their importation into this country, and are therefore prepared to deal with such manufacturers, and importers, and others, with fairness and liberality, we, nevertheless, respectfully notify them, and the public generally, that our rights must be respected, and that all Elastic Vulcanized Rubber goods or fabrics, other than such shirred or corrugated goods as aforesaid, can only be lawfully made, imported or sold under license from us.

And we are fully determined to maintain such rights against all infringements, or encroachments, either by said Day, or any one claiming or pretending to claim under him, or any other persons whatsoever.

Applications and communications on the subject of this notice, may be addressed to WILLIAM JUDSON, at the office of the New-York Belting and Packing Company, Nos. 37 and 38 Park-row, New-York City.
NEW-YORK, Feb. 15, 1859. WILLIAM JUDSON,
Nashawannuck Manufacturing Company.

LEGAL NOTICES.

COUNTY COURT OF THE COUNTY OF RICHMOND.—ISAAC F. TYSEN, Plaintiff, against EMELINE TYSEN, CATHARINE ADALINE TYSEN, MARGARET E. TYSEN, WILLIAM H. TYSEN and GEORGE W. TYSEN, Defendants.—Summons.—To the above named defendants: You are hereby summoned and required to answer the complaint in this action, which was filed in the office of the Clerk of the county of Richmond, at the town of Southfield in the county of Richmond and State of New-York, on the 25th day of January, 1859, and to serve a copy of your answer to the said complaint on the subscriber at his office at Port Richmond in said county, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will apply to the Court for the relief demanded in the complaint.—Dated Jan. 25, 1859. A. DE GROOT,
3f law6wTh* Plaintiff's Attorney.

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against STEPHEN W. MEECH, late of Norwich, in Connecticut, deceased, to present the same, with vouchers thereof, to the subscribers, at the office of Samuel T. Hyde, No. 27 Cliff-street, in the City of New-York, on or before the 22d day of July next.—Dated New-York, Jan. 19, 1859.
ja20-law6mTh* ANN E. MEECH, } Administrators.
SAMUEL T. HYDE, }

IN PURSUANCE OF AN ORDER OF RODMAN B. DAWSON, Esq., Surrogate of the County of Kings, notice is hereby given, according to law, to all persons having claims against ALFRED LARGE, late of the city of Brooklyn, deceased, that they are required to exhibit the same, with the vouchers thereof, to the subscriber, the executor, at his office, No. 25 Park-place, in the City of New-York, on or before the 24th day of February next.—Dated Brooklyn, Aug. 18, 1858.
au19-law6mTh* WILLIAM LOTTIMER, Executor.

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against JOHN OOTHOUT, late of the City of New-York, deceased, to present the same, with vouchers thereof, to the subscribers, at their office, No. 3 Cliff-st., in the City of New-York, on or before the 21st day of February next.—Dated New-York, Aug. 18, 1858. WM. OOTHOUT, } Ex'rs.
au19-law6mTh* HENRY OOTHOUT, }

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against OTTO THEODORE DUISBERG, late of Point Levi, Canada, deceased, to present the same, with vouchers thereof, to the subscriber, at his office, No. 61 Wall-st., in the City of New-York, on or before the 20th day of April next.—Dated New-York, the 13th day of October, 1858.
CLARKSON N. POTTER,
014-law6mTh Administrator with the Will annexed.

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against JOHN MOHRMANN, Jr., late of the City of New-York, deceased, to present the same, with vouchers thereof, to the subscriber, at the office of ROBERT BENNER, Counselor-at-law, No. 75 Nassau-street, in the City of New-York, on or before the 1st day of August next.—Dated New-York, Jan. 12, 1859.
ja13-law6mTh* CORD MOLLER, Administrator.

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against WILLIAM C. THOMPSON, late of the City of New-York, deceased, to present the same with vouchers thereof to the subscriber, at his office No. 7 Broadway, in the City of New-York, on or before the 19th day of July next. Dated, New-York, the 19th day of January, 1859.
ja22-law6mTh* GEO. MACKENZIE, Adm'r.

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against MICHAEL MURRAY, late of the City of New-York, deceased, to present the same, with vouchers thereof, to the subscriber, at his residence, No. 3 Morris-st., in the City of New-York, on or before the 26th day of February next.—Dated New-York, Aug. 13, 1858.
au19-law6mTh* THOS. BYRNES, Administrator.

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against JOHN JACOB GOLL, late of the City of New-York, deceased, to present the same with vouchers thereof to the Subscribers at the office of Robert Benner, Counsellor-at-Law, No. 75 Nassau-st., in the City of New York, on or before the first day of August next.—Dated NEW-YORK, Jan. 12, 1859.
JOHN G. STEARNS, } Executors.
j13-law6mTh* EBENEZER H. BROWN, }

MEDICAL.

$500 REWARD!

DR. JEFFRIES' ANTIDOTE, a specific mixture f the cure of Gonorrhœa, Gleet, Strictures and similar di eases. It makes a speedy cure without the least restri tion of diet, drink, exposure or change in application business. Further, the disease cannot be contracted if dose of the Antidote is taken when exposed. Repe te experiments and long experience have proved that will radically cure any case which can be produce This desirable result is obtained in from two to ten days and as it neither creates nausea nor offends the palat and renders unnecessary all deviation in diet or inte ruption to usual pursuits sound sleep or healthy dige tion, the disease is thus removed as speedily as is co sistent with the production of a thorough and permane cure. Its ingredients are entirely vegetable, and no i jurious effect, either constitutionally or locally, can b caused by its use. Price $1 per bottle. C. H. RING General Agent, No. 178 Broadway, New-York; RED DING, Boston; JENNISON, Albany; CALLENDER Philadelphia. Also for sale as above, Ring's celebrated Rosewash, price 25 cents.

RING'S COMPOUND SYRUP
RING'S COMPOUND SYRUP
RING'S COMPOUND SYRUP
RING'S COMPOUND SYRUP
OF HYDRIODATE OF POTASSA
OF HYDRIODATE OF POTASSA
OF HYDRIODATE OF POTASSA
OF HYDRIODATE OF POTASSA
SARSAPARILLA and YELLOW DOCK,
SARSAPARILLA and YELLOW DOCK,
SARSAPARILLA and YELLOW DOCK,
SARSAPARILLA and YELLOW DOCK,
FOR THE CURE O
FOR THE CURE O
FOR THE CURE O
FOR THE CURE O
RHEUMATISM.
RHEUMATISM.
RHEUMATISM.
RHEUMATISM.

This valuable preparation contains in a highly concen trated form all the virtues of the articles named The all rank high as curatives of the same affections, and b their judicious admixture, a remedy for the above com plaints is produced more agreeable and effective than an other ever offered to the public.
Sold by C. H. RING, No. 178 Broadway, near John-s

C. C. C

TOWERS'
COMPOUND
COUGH
CREAM

Wholesale depôt, No. 208 Broadway, New-York.
Sold by all Druggists in 15 and 25 cent boxes.
Local Agents wanted.

RICORD'S PRACTICE.

Dr. C. D. HAMMOND, PUPIL of RICORD, of Paris, the first Venereal Surgeon living, and of Professors CARNO CHAN and MOTT of New-York, is consulted privately a No. 61 Bleecker-st., a few doors east of Broadway. A complicated diseases of the Sexual System effectually treated, including Weaknesses, &c., &c. Office hour from 10 to 3, and from 5 to 8 in the evening. The princ pal languages spoken. Terms moderate.

DEAFNESS AND SINGING NOISES I THE EARS, NERVOUS HEAD AND MIND COM PLAINTS.—AN ENGLISH CERTAIN AND INFALLI BLE CURE.—British and Foreign Infirmary for the Cure of Deafness, Head and Mind Complaints, No. 32 Spring Gardens, Charing Cross, London, England. Consulting Surgeon, CHARLES HENRY EDGELL SKINNER, Esq. Registered pursuant to act of Parliament. Secretary, JOHN POWELL, Esq. A new discovery, being a positive method of self-cure, affording instant and magical relie to sufferers who may have been deaf for 40 or 50 years by means of a compound medicated vapor applied to th external ear. When the vapor is passing out, it is held by the sufferer for one minute to the ear affected, and in stant y the patient, who previously was deaf, is enable to hear common-toned conversation. A few nights' u in a similar way will guarantee to cure the most inveta rate case of deafness and noises in the head It is a stop to empiricism and exorbitant fee Sufferers extremely deaf, by means of this, can perma nently cure themselves, in any distant part of the world without pain. Thousands have been restored to perfe hearing, and forever rescued from the snares of the nu merous dangerous unqualified pretenders of the presen day. Hospital and private testimonials and certificate from the most eminent physicians and surgeons in Eng land, in whose presence deaf persons have been cured and many hundreds of private patients cured can be seen or referred to. Any sufferer on the continent, or resident in any of the four quarters of the globe, can now be cured, as this discovery can be sent to them with necessary prescriptions, preparations, &c., that will ena ble them positively to cure themselves. £5 5s. is the cost of the means of cure, which must be sent to the Sec retary, JOHN POWELL, Esq., No. 32 Spring Gardens Charing Cross, London, England. It can be sent either by banker's draft, payable in England, or notes of the country. Sufficient to cure three cases of most inveterate deafness and noises in the head, £10 10s.

HIGHLY IMPORTANT TO BOTH SEXES MARRIED AND SINGLE, IN HEALTH OR DIS EASE.—DR. LARMONT'S PARIS, LONDON AND NEW-YORK MEDICAL ADVISER AND MARRIAGE GUIDE. Thirtieth edition. Over 400 pages. 12mo, cloth, and about 100 electrotyped engravings. Price $1; by mail, 15 cents extra. Sold also by W. A. Townsend & Co., No. 377 Broadway. Among its contents is the anatomy of the sexual organs of the male and female, all their diseases and weaknesses; latest discoveries in reproduction; European Hospital practice; quacks, their recipes and specifics; the author's unequaled Paris and London treatment. At No. 82 Mercer-st., corner of Spring, opposite St. Nicholas Hotel, New-York, from 10 A. M. to 1, and 5 to 8 evenings.

"We concur with other papers in recommending Dr. Larmont and his work."—Courrier des Etats Unis, German Die Reform, Sunday Dispatch, Staats Zeitung, National Democrat, Day Book, Essex Standard, Rahway Advocate, Empire City, Police Gazette, New-York Picke New-Brunswick Times, Mercury, Atlas, &c.

DR. WATSON HAS, FOR A LONG SERIES of years, confined his attention to diseases of a certain class, in which he has treated a vast number of cases with a success which has won for him the confidence of the public. The remedies are mild, and there is no interruption to business. Dr. WATSON receives patients in separate consulting rooms from 8 A. M. to 8 P. M., at 459 Broome-st., second block west of Broadway.

Dr. WATSON'S Work, THE CAUSE AND CURE, issued simultaneously in London and New-York, is the only one which clearly explains the nature and mode of treatment of the VENEREAL DISEASE in all its different forms; and treats also in full of SPERMATORRHŒA, the result of early indiscretion, excess, or other causes. Anatomical plates of a superior kind, and drawings of every form of disease. Price, $1, post-paid. "Dr. WATSON's Work has been written by a person of great practical knowledge, and we cordially recommend it."—*Medical Journal.* Sold by the Author, as above; also, by
CHAS. MILLER, No. 436 Broadway, New-York.

WATTS' NERVOUS ANTIDOTE WILL ANNIHILATE epilepsy, neuralgia, rheumatism, nervous headache, impotency, sexual debility, and all nervous affections. Beware of counterfeits by bogus Doctors; the genuine has our name written across the label, JOHN PYNE & CO., No. 109 Nassau-st. $1 per bottle.

CAUTION.—A person, styling himself Dr. J. T. Stratton, advertises in the *Sun* of Dec. 14 and 15, that he is the proprietor of Watts' Nervous Antidote, and cautions all persons against purchasing any other; he also signs the name of Mrs. Hays, agent for Brooklyn. Such signature was wholly without the knowledge or consent of Mrs. Hayes, as she is the agent for Messrs. John Pyne & Co., who, to her knowledge are the sole owners of Watts' Nervous Antidote. Mrs. MARGARET HAYS, No. 175 Fulton-st., Brooklyn.

DR. WARD, NO. 486 BROADWAY, PERFORMS the only permanent and satisfactory cure of private diseases. Remember, all disappointed elsewhere, that by consulting Dr. WARD you may immediately experience that Richard is himself again. Cure guaranteed. Dr. WARD'S Unfortunate's Friend and other remedies—price $1. Female diseases successfully treated. His monthly Female Pills, $1 per box, never fail of effect intended. Office No. 486 Broadway, corner Broome-st., second floor, perfectly private and so arranged that patients never meet. Consultations free of charge. Attendance till 10 A. M. Afflicted call immediately.

FRENCH PRIVATE MEDICAL OFFICE—No. 512 Broadway, opposite the St. Nicholas. Dr. LACOSTE, of Paris, for eight years assistant to the celebrated Ricord, cures by his Parisian mode of treatment all private diseases, strictures, seminal weaknesses and female complaints without mercury and at moderate charges. Consultations in English, French, German, Spanish, &c., from 12 to 4 and 7 to 8 P. M. Sundays, from 12 to 2 P. M.

IMPORTANT TO FEMALES.—EXCLUSIVE treatment of diseases of females. Patients from a distance provided with private board, nursing, &c. Remedies for monthly derangements from $1 to $5. Relief guaranteed. The Mother's Almanac and Ladies' Private Circular, containing particulars, mailed letter form, on receipt of two stamps. Address Dr. THIERS, No. 945 Broadway. Office, No. 98 West 24th-st., New-York.

$500 REWARD—CROSSMAN'S SPECIFIC MIXTURE.—Of all remedies yet discovered, this is the most certain; it makes a speedy and permanent cure, without the least restriction in diet, drink or exposure, or change in application to business; many are cured in two days. Sold at the drug stores, No. 272 Broadway, cor. Chambers-st.; also at the Astor House, No. 1 Broadway; No. 169 Fulton-st., cor. William.

HONEY BALM—COUGHS, COLDS, AND ALL kindred diseases of the throat and lungs can easily be cured by the timely use of KEENEY'S HONEY BALM. Try it—only 25 cents per bottle. Prepared and sold by B. M. KEENEY & CO., No. 17 Court-st., cor. Joralemon-st., Brooklyn, New-York. For sale by all respectable druggists.

WATTS' NERVOUS ANTIDOTE—BY DR. STRATTON, is the most reliable nervous remedy ever known to the world; it gives quick relief without reducing the system. Follow its directions and the disease will yield. See that my name is on the label, then all will be right. JAMES T. STRATTON, No. 111 4th-av. Price $1 a bottle.

DR. RALPH, AUTHOR OF THE PRACTICAL Private Treatise on venereal, gleet, strictures, weakness, &c., &c. Office No. 52 Bleecker-st. two blocks east of Broadway. Hours 10½ to 2, and 6, till 9 o'clock. Consultation by letter.

DR. HUNTER—NO. 3 DIVISION-ST., PERFORMS THE GREATEST CURES EVER MADE. THE ONLY SECURITY AGAINST HUMBUGS AND THE EFFECTS OF DISEASES IS TO APPLY TO HIS OLD DISPENSARY, NO. 3 DIVISION-ST., NEW-YORK, ESTABLISHED IN 1834.

Dr. HUNTER, No. 3 Division-st., offers to the public the only reliable remedy known in the wide world for the permanent cure and removal of every particle of the rank and poisonous virus of venereal disease, which is the genuine HUNTER'S RED DROP, made from the original recipe, in the possession of Dr. HUNTER, and not known by any other person living except Dr. HUNTER, at No. 3 Division-st., one door from the Bowery, all the assertions of the many poisonous quacks to the contrary notwithstanding. Dr. H. has prepared every vial of his celebrated medicine, with his own hands, that has ever been offered for sale for the last thirty years, and has never intrusted any living person with the secret; consequently everything offered for sale at any other place is a libel, a base and wicked counterfeit, got up by some unprincipled wretch that, for the sake of a dollar, would trifle with the lives of his fellow-men.

TO THE LADIES ONLY.—OUR LATELY-patented catamenial bandages (or ladies' periodical protectors) are now ready for sale at the well-known Truss Manufacturing Establishment of Messrs. MARSH & CO., No. 2 Vesey-st., (Astor House,) where a lady is in constant attendance at their private salesroom. Price $1 per piece, or $10 per dozen. The Victoria Bandage Manufacturing Company.

LADIES' PERIODICAL GIRDLES—FOR sale or manufactured to order, by NEW-YORK ELASTIC COMPANY. A lady only in attendance at the office, No. 325 Broadway, up stairs.

NEWS BY TELEGRAPH.

Alleghany County (Penn.) Anti-Tax Convention.

PITTSBURG, Wednesday, Feb. 16.

The Anti-Tax Convention met this morning. Every Ward and Township was represented by from four to six delegates each. THOS. FARLEY was chosen President, and THOMAS WILLIAMS made a speech three-quarters of an hour long. A Committee was appointed to prepare resolutions, when the Convention adjourned till afternoon.

AFTERNOON SESSION.

The attendance was much larger than in the morning.

The County Commissioners were present by request.

Mr. CARNAHAN, on behalf of Commissioner PATTERSON, remarked that he (PATTERSON) committed an error in voting for stock in the Pittsburg and Steubenville Railroad, but that it was an error of the head, not the heart, and that he did not know he was doing anything to injure the cause of the people.

Mr. PATTERSON was called on to speak for himself, and reiterated Mr. CARNAHAN's statement, adding he would never vote to assess a Railroad tax.

Commissioner PERKINS attempted to explain his course, but did not satisfy the Convention. Being questioned relative to having levied a tax for railroad purposes, he answered evasively, but when pressed closely, admitted that $100,000 had been appropriated to railroad purposes.

The Committee on Resolutions reported in substance, as follows:

Resolved, That while we wish at all times to treat with respect and deference the judgments of the Courts, yet there are occasions, when resistance to the decrees of Courts is the right and duty of the citizens, and necessary for the security of property; that the recent decision of the Supreme Court in the mandamus case, we will resist by every constitutional means and use every possible device, peaceably, to hinder, delay and nullify the decree, because it violates law, insults the people by suffering the naked assertions of opposing counsel to override the sworn statements of our agents; decides on mere technical grounds one of the most momentous questions that ever arose in American jurisprudence, and denies the people a hearing, although their agents, under oath, have pleaded certain facts which constitute a valid defence, and because it is a dangerous attempt to substitute for law the individual opinions of judges, and for the establishment of a most dangerous precedent.

Resolved, That we are opposed to any tax to pay the principal or interest on the municipal bonds given in payment of railroad subscriptions, and deny the power of the municipal authorities to make them, and of the Legislature to authorize them to do so. They were obtained by fraudulent representations and corrupt means, without the consent of a large majority of the people. The bonds were sold at a ruinous discount in violation of law and the conditions upon which they were issued. The money was squandered in extravagance and corruption, leaving the companies insolvent and the roads unfinished. To pay the whole amount would bankrupt the Municipal Corporations, bring bankruptcy on other Corporations, cripple our energies, strike a deathblow at our prosperity, and ruin property-holders. The bondholders have no claim in conscience upon us, for many of them were parties to these frauds.

Several other resolutions of the Committee were offered and passed unanimously.

Many volunteer resolutions were also passed—among others, one requesting Messrs. PERKINS and PATTERSON to resign. The latter, on being put to vote, was carried by one majority.

Great enthusiasm, determination and unanimity characterized the proceedings, and the meeting, though large, was quite orderly.

Arrival of the Overland Mail.

THREE DAYS LATER FROM CALIFORNIA—AFFAIRS IN OREGON, ETC.

ST. LOUIS, Wednesday, Feb. 16.

The overland mail has arrived here with San Francisco dates of the 24th ultimo. No through passengers came with the mail.

The news is destitute of general interest.

A newspaper of Republican politics was about being established at San Francisco, by Mr. C. A. WASHBURN.

Oregon dates are to the 15th ultimo. The Legislature had passed a bill changing the Capital of the State to Portland.

Arrived at San Francisco the bark *Tilton*, from Hong Kong.

Previous Overland Mail advices from San Francisco were to Jan. 21—one day later than the steamer advices. A fight with the Mohave Indians was reported; five or six of the Indians were killed. A letter to the *Alta*, dated at Clovendall, Jan. 18, reports another slaughter of Indians. On New-Year's morning the settlers of Round Valley killed forty Indians for stealing stock and killing their hogs. On the 5th of January Maj E JOHNSON, with about 30 men, arrived in Eden Valley. On his arrival the Indians all fled from the Valley, but have since returned. On the 7th Major JOHNSON arrived at Round Valley, and found that the Indians wanted protection, when he immediately returned to Eden Valley for his troops, as he expected a wholesale slaughter of Indians on the 8th.

The troops are now engaged at building their Winter quarters at Red Wood Valley, under command of Lieut. W. P. CARLIN. We also understand that an order for 20 men has been received at Red Wood, to go to Mendocino Reservation. A detachment of 40 regulars, with nineteen wagons, which left Benicia Jan. 10, camped at Ukiah Valley on the 17th, to make headquarters on the 18th, under command of Lieut. DILLON. Since the 1st of December there have been 170 Indians killed in Round Valley and vicinity.

National Convention of Sunday-School Teachers and Superintendents.

PHILADELPHIA, Wednesday, Feb. 16.

The National Convention of Sunday-school Teachers and Superintendents will be held in this city, commencing next Tuesday, and lasting three days. Extensive preparations have been made for entertaining the visitors. The Pennsylvania and Baltimore Railroads convey delegates at reduced fares.

The Case of Mrs. Shaw vs. The Boston and Worcester Railroad.

BOSTON, Wednesday, Feb. 16.

In the Supreme Judicial Court, to-day, the arguments were commenced in the case of SARAH E SHAW *vs.* The Boston and Worcester Railroad Company, on the motion for a new trial, upon the grounds that the verdict was against the weight of the evidence, and the damages were excessive. Judge MERRICK reserved his decision until next term.

The Steamer C. Vanderbilt Afloat.

NEW-LONDON, Wednesday, Feb. 16.

The steamer *C. Vanderbilt*, wrecked on Fisher's Island in the early part of January, was floated off to-day and towed into this port, this afternoon, by the steamer *Plymouth Rock* and the steam-tug *Satellite*.

Loss of Steamer J. B. Carson.

ST. LOUIS, Wednesday, Feb. 15.

The steamer *J. B. Carson*, bound to the Illinois River, with a valuable cargo of groceries, sunk to-day near Alton. Most of her cargo will be lost. The boat was valued at $10,000, and was insured for $7,500 in Pittsburg.

Southern Ocean Steamer Movements.

SAVANNAH, Tuesday, Feb. 15.

The steamship *Florida*, from New-York, arrived at her wharf at 7 o'clock this morning. All well.

SAVANNAH, Wednesday, Feb. 16.

The screw-steamship *Montgomery*, of Cromwell's line, arrived at 8 o'clock on the morning of the 15th.

Homicide at Sea.

BOSTON, Wednesday, Feb. 16.

JOHN BANAN, who killed HENRY CLAIR, a shipmate, on board the ship *Siam*, was to-day held for trial on the charge of manslaughter.

Arrival of the America at Boston.

BOSTON, Wednesday, Feb. 1.

The Royal Mail steamship *America*, from Liverpool, *via* Halifax, arrived here at 6 P. M. to-day. The papers to hand contain nothing of striking importance additional to the Halifax dispatch. The mails go south by the morning train, due at New-York at 5 P. M. to-morrow.

Ship Challenger Dismasted in a Hurricane—Her Return to Port—Account of the Disaster.

The ship *Challenger*, Capt. WINDSOR, hence for San Francisco, returned to this port yesterday, dismasted, and makes the following report of the disaster:

On the 1st day of February we had a strong breeze from E. S. E. and thick, rainy weather, with a heavy head sea. At noon, lat. 36° [illegible], lon. 60°, the ship was under double-reefed topsails, with starboard tack aboard, and heading N. E. by E. About 1 P. M. the wind began to moderate, and the ship's canvas slapping very hard, we hauled up the mainsail snug, took in the spanker and maintopmast-staysail and stopped them—the jib had previously been hauled down.

About 2½ P. M. I noticed a bank rising up to the westward. It continued calm until 3 P. M., and then a light breeze sprung up from the W. N. W. We hauled around the yards square, and stood on her course—E. S. E. I noticed this bank again, and found it rising fast. I then lowered down the upper topsails, and hauled taut the braces, both sides; this brought the ship under close-reefed topsails. At 3½ P. M. the wind came with terrific violence, taking the water up like a whirlwind in all directions; it struck the ship with such violence that it made everything crack fore and aft. The ship was run a few minutes, but finding the wind increased, I let the topsail-sheets fly fore and aft. In less than ten minutes *there was not a single stitch of canvas to be seen aboard the ship*, portions of it flying as far as the eye could reach.

The wind increased to such an extent that it carried away the cross-jack and mizzen topsail yards in the slings. Being bare of canvas at the time, I ran the ship before it for about an hour, during which time she pitched into the heavy head easterly sea, running herself under forward, and tearing and ripping everything about her bows to pieces, completely filling the decks with water, and washing away every moveable article.

Upon sounding the pumps one of them was found to be choked with coal, and the ship making water fast. Preparations were made to cut away the masts, and as the ship was brought to, she was knocked down on her beam ends. I cut away the fore and maintopmast backstay, and when the maintopmast went, it took the head of the mainmast off close to the eyes of the rigging. Everything went on the mizzen except the lower mast. It was then about 6 P. M., still blowing a perfect tornado, and the sea making a complete wash over the ship, fore and aft. The wreck was finally cleared with great difficulty, jurymasts were rigged, and by the 9th inst. all the sail possible was set on the ship, and every effort made to get back to New York. She arrived off the Hook yesterday, and was taken in tow by the steamer *W. H. Webb*.

AFFAIRS AT ALBANY.

New Railroads for Brooklyn—What Alarms the Clinton-avenue Residents—Proposition to Rail the City Generally—A Gas Bill for the Protection of Gas-makers—More Canal Discussion—Proposal to Poison the City Children Cheaply, &c., &c.

From Our Own Correspondent.

ALBANY, Wednesday, Feb. 16.

Among the bills before the House is a queer one, entitled "An act to authorize the laying of a railroad track in Atlantic-street and through certain other streets in the City of Brooklyn." It is known as "Litchfield's new bill," and its godfather in the House is Mr. MOORE, of Brooklyn. I hear that the good people who live in handsome mansions hid among the rose-beds and boxwood borders of Clinton-avenue, have been much alarmed about a project that they had been told was on foot here to run a railroad along their street, which all the knowing world admits to be the finest street in the world. Let them be assured that no such project has been avowed here; but the possibility of such a project is safely enough ensconced in one of the sections of the bill named above. Probably its first intention is simply to enable a Company to run a horse railroad over the Long Island Railroad track if the famous Tunnel bill should fall through. But in addition to that, or if that passes, it permits them to ramble all over that part of creation which the Brooklyn Common Council may be induced to tolerate them in. But so many of your readers are interested in this roving commission that I ought to present an abstract of Mr. MOORE's bill.

Section 1 names Czar Dunning, E. B. Litchfield, E. M. Scranton, Ira Smith, John D. Cocks, Edwin C. Litchfield, Theodore Polhemus, Jr, G. P. Bergen and Jacob Frost, and their associates, as the parties who may lay a double railroad track in Atlantic-street, Brooklyn, from the East River to Flatbush-avenue, through Flatbush avenue to Fifth-avenue, through Fifth-avenue to the City line, with a branch from Atlantic-street through Court to Joralemon-street, to Fulton-street or avenue through Fulton to Green avenue, to the City line; also a branch from Fifth-avenue through First or Third-street to the village of Flatbush, and *through such other streets and avenues as the Common Council of the city of Brooklyn may permit by ordinance.*

That is, whatever street or lane or avenue of Brooklyn the Legislature has not time to curse or bless with a railroad track, the Common Council, by ordinance, may go on henceforth to curse, bless, adorn or ruin. And the people of Clinton-avenue or Pierpont street, who can sleep comfortably of nights, with the quiet assurance that they will not wake in the morning to find a railroad lain before their doors throughout the year, excepting the hundred days that the Legislature is in session, shall hereafter have no week's respite, no day's—Sundays only excepted—when they must not keep a well-feed lobby standing guard over against the Common Council's Chamber door.

SEC. 2. The rails are to be the grooved, laid flush with the surface of the street.

SEC. 3. The Company to keep the road inside their tracks, and two feet outside, in repair, take five cents fare for persons over twelve years old, and three cents for younger children, cars to be drawn only by horses, to run as Common Council may direct, and to pay for each car an annual license fee.

SEC. 4. Can cross Brooklyn City Railroad track on certain conditions, and run over their track as per bargain to be made, or as per act of April 2, 1850, Sec. 28, Subdivision 5.

SEC. 5. Road to be finished in two years, &c.

SEC. 7. Gives power to make all necessary arrangements with other connecting roads running in or out of Brooklyn, either by consolidation, sale, or purchase, and said connecting road shall have like power, for which purpose they shall have power to issue bonds, &c.

This looks as if the Tunnel removers were a little suspicious that their early and much-argued tunnel bill were in danger of strangulation in Committee of the whole House, in which case, like the famous Mrs. CUNNINGHAM, they will have a bogus baby ready for presentation to the Senate.

SEC. 8. The Company can't construct the, or a, railroad, until a majority of the owners on the line proposed shall sign a petition to the Common Council in favor of such construction, and evidence of such majority shall be ascertained by reference to the Assessor's lists of 1858.

The people of Brooklyn who have had experience how the names of "a majority of owners" can be obtained to a petition, need not be told that this section would authorize the Common Council to permit a railroad in any street of Brooklyn on seven days' notice. Any block on Fulton-street could out-vote Clinton-avenue. This bill lies now in the drawer of the Committee on Cities and Villages, whence, unless stoutly protested against, it is likely to be early reported.

Mr. SPENCER, from the Judiciary, reported a beautiful gas bill to-day; one that must have been drawn at a gas house, been revised by a metre-maker, and approved by the Gas Companies' choicest plumbers. It provides no relief for the gas consumers, but shores up the drooping interests of the injured gas-makers. For the bread that the ten thousand petitioners asked, this bill gives a big stone, sharp at the broken edges and very heavy.

Favorable reports were made by Mr. HUBBELL, to incorporate the Trustees of the Parochial Fund of the Protestant Episcopal Church in the Diocese of New-York. Also, to amend the charter of the Genessee Camp Ground Association. By Mr. LANG, to amend the charter of the New-York Rubber Company. By Mr. EVELAND, to change the name of the Williamsburg and Cypress Hill Road Company. By Mr. POND, (majority report) to create a new Ward out of the Twelfth and Nineteenth Wards in the City of New-York. By Mr. PERRY, to erect the new County of Highland, for the consideration of the House. One member of the Committee is sick, and the other four are equally divided as to the merits of the bill.

Among the bills noticed was one by Mr. S. S. CHILLS, to empower the Ten Governors of the Alms-house in New-York to employ strychnine for the destruction of the lives of infants under their charge, instead of submitting them to the slower and more expensive process of starvation and poisoning by opiates administered by ignorant and unscrupulous nurses. By Mr. CONKLING, to pay interest on Canal Drafts; relative to streets in New-York; to amend the Charter of the Poor Widows' Society. By Mr. ANDRUS, to punish frauds in short weights. By Mr. SMITH, to widen West-street, New-York. By Mr. C. S. SPENCER, to amend the Charter of the Pure Milk Company.

The Canal Appropriation bill—providing four-eighths of a mill for Canal Enlargement, and one-eighth of a mill for interest on Canal drafts—was the special order at 12 o'clock. Mr. CHANDLER, Democrat, opened, denouncing the introduction of the bill, claiming that the Canal Committee should have presented their budget; that we knew nothing about what was the policy of the majority on the floor,—that when this bill should be passed, no one knew whether it was all, or whether more were to come. Mr. BROCKWAY, Republican, of Oswego, opposed the bill—it was enough to give what the State Officers had assured us through their reports was all that could be profitably expended this year. The project of giving the Canals seven feet of water by next Spring was impracticable, to give them six feet was practicable, and that could be done with less money than the pending bill provided. He came here not to legislate for the Republican Party next year, nor for the contractors but for the people. Mr. BROCKWAY spoke ably, and his speech, especially considering that he came from Oswego, created a sensation. Mr HUTCHINSON (Rep.) defended his Committee's bill, showing, meanwhile, that, spite of their professions, the Democrats were not friends of the Canals, and quoted the votes of Democrats now in the House last year on the Canal bills introduced by a Democratic Committee, and then opposed with all the might of the same Committee. Before Mr. HUTCHINSON had finished it was 2 o'clock.

In Senate to-day Mr. DIVEN spoke at length in favor of closing the canal-locks on Sunday. Mr. MATHER, with the consent of his colleague, made a minority report for the repeal of the Metropolitan Police law. Mr. HALSTED, one of the same Committee, submitted a written report against the repeal of the law. Mr. DIVEN, of the same Committee, made a written report on the same subject, for a system of police divorced from politics. He introduced the bill he presented last year. The three reports were laid on the table and ordered printed.

Mr. SPINOLA introduced his bill to prevent the locating, erecting or constructing of Quarantine buildings in Kings County.

Last evening's sessions were lively and accomplished a good deal. In Senate, Mr. JOHNSON's keg-oyster act was up. It provides that not more than one-quarter of the quantity marked upon the keg or can may be liquid. Mr. ELY moved—as there seemed a disposition to go into the oyster business—an amendment providing that in all cases not less than twelve oysters shall be put in an eighteen-penny stew. Lost and the bill reported to the Senate, and ordered to a third reading.

In the House almost the whole evening was given to the consideration of the act annulling Building Associations in Kings and New-York. Finally Mr. WILSON's arguments and Mr. SPENCER's eloquence prevailed against Mr. OPDYKE's protest against applying it to New-York, and Mr. CONKLING's assurances that the whole thing was wrong, and the bill was ordered to its third reading.

Several new Notaries Public were sent to the Senate to day. The following appointments and confirmations are announced this afternoon:

Notaries Public—William D. Jones, William A. Smalley, Daniel E. Gavit, Augustus Hoffman, Winthrop Atwill, Henry Hobart Porter, William S. Constant, Henry Baldwin, Amasa C. Moore, Alonzo R. Cushman, William L. Taylor, John W. Pirsson, Richard A. McCurcy, Stephen Merrihew, Leonard Lathrop, George A. Letee, George Ireland, Jr., of New-York City.

Edward W. Crittenden, Simeon T. Hyde, James V. Kearney, Herman T. Bauer, Benjamin T. Van Nostrand, David A. Sutton, Solomon Horsford, F. Gustav Fincke, of Brooklyn.

William H. Gleason, Philander R. Jennings, of Sag Harbor; John Hancock, of Lakeland.

S. Roscoe Wickes, of Richmond.

Auditor of the Canal Department—Nathaniel S. Benton, of Little Falls.

Trustee of the Seaman's Fund and Retreat—Clarkson Crolius, of New-York City. GLAUCUS.

[BY TELEGRAPH.]

ALBANY, Wednesday, Feb. 16.

The Lobby Investigating Committee met to-day. The Sergeant-at-Arms reported that he had not served the subpœnas issued yesterday, the parties being out of town. New subpœnas were issued for N. RANDALL, G. C. DAVIDSON and Ex-Senator HARCOURT. Adjourned till 4 o'clock to-morrow.

The Contracting Board, at a meeting to day, resolved to put all the sections of the Canal under contract which are not already let. This will do away entirely with the office of Canal Superintendent.

NEW-YORK LEGISLATURE.

SENATE....ALBANY, Wednesday, Feb. 16.

Three reports were presented from the Select Committee on the Metropolitan Police bill. Mr. MATHER reports in favor of the unconditional repeal of the bill; Mr. HALSTEAD in favor of fully indorsing the law, and Mr. DIVEN that the old police force was the creature of the political majority of the City, while the new force is the creature of the political majority of the State.

Mr. DIVEN's report then deprecates the connection of the law with politics, and recommends that it be amended so as to make the Commissioners elective, similar to the Supervisors, which will prevent either party having a majority.

Mr. O. B. WHEELER, on a question of privilege, objected to the motion creating a Select Committee to investigate the charges made by him on the floor, on the ground that it was discourteous to pass the same during his absence.

Mr. SPINOLA introduced a bill to prohibit the location of any Quarantine buildings in Kings County.

ASSEMBLY....ALBANY, Wednesday, Feb. 10.

A bill was reported incorporating the Trustees of the Parochial Fund of the Protestant Episcopal Church of the Diocese of New-York.

The bill to provide payment to witnesses in criminal cases was reported unfavorably.

Mr. POND reported favorably the bill to create a new Ward in New-York, out of parts of the Twelfth and Nineteenth Wards.

The following bills were also reported favorably:

To protect gas consumers, by sealing the meters, and for gas inspection.

To incorporate the Kane Monument Association.

To require county treasurers to file all accounts of infant trust funds with county clerks.

To erect the new County of Highlands.

Mr. MASTERSON's bill to repeal a certain law of 1857. It repeals the act which prevents squatting on unoccupied lands.

Mr. REILLY noticed a bill to establish People's Courts in New-York; such Courts to have jurisdiction over suits of fifteen dollars and under. It is designed for domestics and laborers, so that they can sue at a trifling cost.

Mr. OPDYKE gave notice of a bill to vest the appointment of the Corporation Counsel in the Mayor of New-York.

Mr. CHILDS gave notice of a bill to authorize the Ten Governors of the Almshouse to employ strychnine in the destruction of the lives of infants, instead of submitting them to the slower process of starvation and poisoning them by opiates, administered by ignorant, unscrupulous nurses.

The Canal Appropriation bill was taken up.

Mr. CHANLER spoke in opposition to it, and Mr. BROCKWAY in its favor.

[Advertisement.]

Imitations of GAYETTY's Medicated Paper for the water-closet are as poisonous as all ordinary paper, being, in fact, nothing else. GAYETTY's paper cures and prevents piles. Harmless to the healthy. The genuine has GAYETTY's name water-marked in each sheet, and his autograph is upon each package. Dépôt No 41 Ann-street. For sale there in single packages, and by all respectable Druggists.

[Advertisement.]

HOLLOWAY'S OINTMENT AND PILLS are to sufferers with disease what the warning coast lights are to watchful mariners, sure guides to safety and health. They cure at once the disgusting ulcer and the dangerous dyspepsia.

[Advertisement.]

BRADY'S GALLERIES.
Photographs,
Ambrotypes and Daguerreotypes,
Nos. 359 and 205 Broadway, New-York, and
No. 352 Pennsylvania-avenue, Washington.

[Advertisement.]

HERRING'S Patent Champion Fire-Proof Safes No. 251 Broadway, corner of Murray-street, opposite City Hall, New-York.

MONETARY AFFAIRS.

Sales at the Stock Exchange—FEB. 16.

$10,000 U. S. 5s, '74	102¾	60 Erie Railroad	13⅛
3,000 Tenn. 6s, '90	89⅝	200 Har. R. R. Pref	38⅛
4,000 Virginia 6s	96⅝	400 do....s15	38⅛
19,000 do	96⅜	100 do....s30	38
1,000 Mo. State 6s	84⅛	100 do	38⅜
1,000 Cal St. 7s, N. B.	84	200 do....s30	38⅛
2,000 do	84¾	110 Mich Cen. R.R	50
5,000 Brook City W L.	101⅜	100 do	49⅞
5,000 E. R. R. 4th m. bs.	57	50 do....s10	49⅞
2,000 Erie R. R bs. '75	40	100 Mich. S. & N. I. R. R.	18⅛
10,000 E. R. R. C. bs. '62	40	200 Reading R. R....s30	48¾
1,000 Hud. R. R. R. 2dm	92⅛	100 do....s10	48¾
2,000 Mich Cen R. 8 ₱ ct. 1stM Sg. F. C. B.	94⅛	500 do....s30	48⅜
1,000 N. Ia. 1st mtge	81⅛	150 do	49¼
11,000 Ill. Cen. R. Bs	88⅛	100 do....s10	49
1,000 LaC. & Mil. L. G. B.	23	600 do....s3	49⅞
20 Merchants' Bk	110¼	350 do....c	49⅛
53 Mer Ex. Bank	98⅛	100 do....s3	49⅛
111 Bank of Com	100¾	150 Mich. S. & N. I. G. S.	41⅛
35 Metropolitan Bk	110⅜	50 do....b10	41⅛
6 Continental Bank	101	50 do....b60	41⅛
56 Am. Ex. Bank	107⅛	150 do....b30	41⅛
300 Del. & H. Can. Co. b60	99⅞	50 Pana. R. R....bnw	114¾
50 do	99⅞	20 do	115
100 do	99¾	50 Ill. Cen. R. R....s30	66¾
30 Penn. Coal Co	80⅛	50 do....s30	66⅝
190 Pacific M. S. Co	75	5 Cle. Col. & C. R	92
350 do....s30	75	25 do	91⅛
100 do	75⅛	200 Ga. & Chic. R. R	68⅛
60 do	75¾	200 do....b30	68⅜
200 do....b60	76	100 Cle. & Tol. R. R	30¾
100 do	76	363 Chi. & Rk. I. R	60¼
125 Cumb. Preferred	23	50 do....b10	60⅜
150 do....b60	23	100 do....c	60⅞
50 do....s60	22⅛	200 do....s10	60¼
50 do....s60	22⅛	250 do....b60	60⅞
250 N. Y. Cen. R. R. opg	78⅛	150 do....b30	60⅜
100 do....s30	78⅜	50 Mil. & Mis. R	13¾
450 do....c	78⅜	220 LaC. & Mil. R	1⅛

SECOND BOARD.

2,000 Ill. C. R. R. Bs	88⅛	50 Chi & R. I. R. R. b30	60⅜
1,000 R. R. R. Bs. '86. s60	70	50 do	60⅝
24 Am. Exch Bk	107⅛	100 do....b30	60⅜
10 Del. & H. C. Co	99¾	100 do	60¼
150 Cumb. Pref	23	200 do....s15	60⅜
100 Pa. M. S. S. Co. s30	76	50 N. Y. Cen. R. R. p c	78⅞
55 do	76⅛	100 do....b10	79
50 do	76⅛	100 do....b10	79
50 Panama R. R. s15	114⅜	100 do....op	79
50 do....s60	114⅜	100 R. R. R....b30 aft 10	49
10 do	68⅛	50 Mich. Cen. R R	49⅞
100 Ga. & C. R. R. b10	68⅛	50 M. S. & N. Ia. & R.	18¾
250 do....b10	68⅜	50 Stonington R. R	60
200 do....b60	60¼		

REPORTED SALES BY AUCTION.

$10,000 Mil. & Hor. R. 8s.	24⅛	10 Gebhard F. Ins. Co.	97
2,000 Missouri 6s	84⅝	10 Goodhue F. Ins. Co.	100⅜
$7,775 Ia. S. 2½s.	58⅛@59⅛	5 Metropol'n Ins. Co.	120
2,000 Memphis City 6s	80	33 Bank of New-York	106⅛
2,000 C. St P. & F. d'L 8s	10	24 Bank Commonw'th	98¾
1,000 F. R. & W. L. C. 8s.	45	40 East River Bank	94
4,000 N. & C. R. R. 6s.	71	20 Ocean Bank	95½
2,000 N. Y. & H. R. R. 7s	92	40 Gallatin F. Ins. Co	91
800 Sun M. In. S'p '53	74	20 N. World F. Ins. Co.	96¾
870 G. W. In. S'p '58	65	15 Excelsior F. Ins. Co.	100
1,590 do....'57	75	10 Clinton F. Ins. Co.	111⅛
70 Lorillard F. Ins. Co.	135	20 Pacific M. S. Co	75
10 Merch'ts' F. Ins. Co.	171⅛	15 N. Y. Bal'ce D'k Co.	100
10 Grocers' F. Ins. Co.	118⅜	100 Second-av. R. R	95⅛
30 Security F. Ins. Co.	123	100 Nic. Transit Co. p s.	$1
10 Hope Fire Ins. Co.	99		

WEDNESDAY, Feb. 16—P. M.

The Stock Exchange closed firm this afternoon, after a moderate amount of business through the day at gradually strengthening prices. In some of the Western Shares the best quotations of the week were made this afternoon; Rock Island, 60⅞@⅞; Galena, 68½, and in New-York Central Panama and Reading the market was also firm. The private transactions in the last-named Stock were quite heavy, about 3,000 Shares, each way, at 49½ cash, and 48½ seller 30 days. The *Bear* account thus pays a difference of 1 ₱ cent. to accomplish their deliveries. The Stock continues to be taken for the Philadelphia *Bull* account, and the contest altogether elicits a good deal of feeling on both sides. A writer in the Philadelphia *Ledger* of yesterday replies with considerable force and spirit to the various anonymous attacks made on the Stock for New-York consumption. He states that so far from falling off from last season, the Coal business of the Road is already 54,000 tons ahead of 1858, and in consequence of the addition of the Lebanon Valley extension, the merchandise traffic has been doubled. The cash stock closed 49½; time bargains from 48 to 49 per cent. New-York Central left off 78⅞@79⅛ ₱ cent. The Pacific Mail shares jumped up 2 ₱ cent. this afternoon, closing at 77½ ₱ cent. Panama 115. In addition to Reading, among the stocks connected with the Coal trade, increased business is shown in Delaware & Hudson, Pennsylvania Coal, and Cumberland Coal. Sales of the last named at 23 ₱ cent. The City Bank shares are firmer since the advance in the price of Discounts. State Stocks are steady, and sales of the new Federal Stock at 102⅞. A parcel of $150,000 which had been on the market was sent to London to-day by the steamer *Asia*. Illinois Central Construction Bonds sold at 88¼ ₱ cent. The 4th mortgage and common or unsecured Bonds of the Erie Company were sold at lower rates to-day.

The market for Money, like the general appearance of the market for Stocks, is rather difficult to describe or exactly account for at present. The sums offered to the Brokers, to-day, on temporary employment at 5 ₱ cent. forbid the notion of a stringent market, while on the other hand the Banks report a good demand at 7 ₱ cent., as the rule, upon mercantile bills, within 4 months' date. Another class of paper, running to August and September next, first-class names, indorsed, are freely taken outside at 7 ₱ cent. Single names 8@8½ ₱ cent. The Bankers who were actual drawers of Exchange yesterday, sold at 109⅝ ₱ cent. Where the higher fraction of 109¾ was asked, but little or no business was accomplished. The Gold Bars taken for export were bought at a discount of ⅜ ₱ cent., (the Banks being out of the market at ¼ ₱ cent. discount, at which they were buyers, while money kept down.) and the shipment to-day was thus made $919,000. The Sub-Treasury has declined since Saturday morning $1,441,000, over all receipts, of which $700,000 went to New-Orleans and Boston, and $741,000 into Bank. An amount nearly equal to the California arrival of Saturday, therefore, remains in Bank after the European shipment to-day. The Bullion in the Sub-Treasury this afternoon is $6,749,308. The stock of Cotton now in the Southern ports is about *fifty-five million* dollars, or 970,000 bales, with about a million of bales of the present crop by common estimate, yet to come forward from the interior.

There are some additional rumors afloat to-day in regard to the forged Colonial Bank bills, referred to by the last Halifax telegraph. The mails by the *America*, due here to-night from Boston, will probably settle the particulars as to the amount and resting-place of this fraud. Meanwhile it is surmised that some of the bills may be genuine sets of exchange, the *thirds* having been collected by the defaulter before the firsts and seconds were presented in London. We also hear that some nice questions of fact and law, in regard to the agency through which the bills were bought or paid for here, are likely to grow out of the affair. In one instance the check of the buyer was paid over to a house, with which the bills were left for sale, by LAW, and then indorsed to him, without either commission or further agency of the house in question. But the buyer is now to make claim upon or sue this house for the return of the money paid for a worthless or fictitious piece of paper.

The New-York Stock Exchange Board yesterday resolved, in right of a close corporation, that the names of the buyers and sellers of stocks should *not* be reported outside of the Board room through the circular correspondence of their own members. The restriction we understand to be confined to printing or posting of the names of parties to the transactions within the Board. The resolve is of questionable liberality, certainly, but as it was adopted 79 to 13, it is fair to assume that it was dictated by a sense of sound policy. The question came up on complaint that Messrs. TALLMADGE & MANLY, a firm in extensive correspondence with the Philadelphia and Baltimore Brokers, are in the practice of a daily circular, lithographed or in scrip type, communicating the names of the leading operators of the day in the prominent speculative stock. The privilege to communicate the same information, reproduced in the same number of copies, *in manuscript*, to their twenty or thirty correspondents in the above cities, is not denied. And the difference is only made perceptible by the fact that the circulars in the other form are more frequently shown or posted in their offices by the recipients. We understand that some of the oldest and soundest heads in the Board voted in the minority of 13, advocating at the time the freest information, and really willing to open the Board room, like the Paris *Bourse*, to the public, as the best means of increasing a legitimate commission business, not hampered by secresy, and suffering, perhaps, from the suspicion that the Stock Exchange has become more like a Board of *Jobbers* than of *Brokers*. However, the majority proved large the other way, and whether influenced or increased by the circumstance that the firm complained of have recently relieved this market of a large amount of a particular stock, which their correspondents deem more valuable or of more repute nearer home, or not, it is, perhaps, useless to talk of reversing the decision.

COTTON CROP MOVEMENT SINCE SEPT. 1.

	1859.	1858.	1857.	1856.
Receiv'd at Ports	2,625,000	1,607,000	2,108,000	2,098,000
Ex. to Gt. Britain	805,000	549,000	598,000	836,000
Ex. to France	308,000	199,000	236,000	280,000
Ex. to other F. P.	233,000	132,000	159,000	237,000
Total Exports	1,346,000	880,000	993,000	1,353,000
Stock on hand	970,000	692,000	750,000	551,000

Of which during the past week, included in the above:

Received at Ports.	153,000	124,000	93,000	111,000
Ex. to Gt. Britain.	42,000	26,000	57,000	73,000
Ex. to France	4,000	9,000	32,000	20,000
Ex. to other F. P.	18,000	6,000	16,000	47,000
Total Exports	65,000	40,000	105,000	140,000

Messrs. WRIGHT & Co., in their circular to-day, remark that nothing new occurs on the crop estimates. In reference to receipts, they add:

"Receipts for the week under review are large, amounting to 153,000 bales, swelling the excess over last year at corresponding dates to 1,018,000 bales, and as compared with 1856, to 527,000 bales. For next week, we have enough at Mobile and New-Orleans to warrant the opinion that there will be no falling in the excess as compared with last year or 1856. We think at last we may safely say that the maximum excess will be reached next week, and as we shall have to compare in March with very large receipts last year and in 1856, there is reason to expect a diminution in the excess for the remainder of the season.

"We mentioned, in our last circular, that owing to low water on the bar at New-Orleans, some delay was experienced in getting Cotton to sea. We learn since that this is likely to be a more serious matter than was at first anticipated. Already something like 62,000 bales are so detained, chiefly for Liverpool, and the quantity must be seriously increased unless a change occurs. In addition to the above, some vessels are remaining at the levee at New-Orleans until there is water enough on the bar to allow a free passage. The cargoes of all these detained vessels have been cleared and counted in our table of exports."

The following is the Bank movement at the four leading points of the country, on the latest official returns:

	Loans.	Deposits.	Specie.	Circulat'n.
New-York, Feb 12	$129,106,318	$89,346,318	$25,419,033	$7,871,441
Boston, Feb 14	59,087,000	19,188,000	6,671,800	6,332,000
Philadelphia, Feb 14	26,517,304	16,384,047	5,991,541	2,804,012
New-Orleans, Feb 5	21,809,608	14,713,431	16,461,053	11,933,009
Sub-Trea., N.Y., Feb 12	....	....	8,049,932	....
Total	$236,[illegible]	$149,676,636	$62,485,214	$28,921,482
Last week	$237,872,798	154,164,[illegible]	62,990,184	28,870,027

☞ The Exchange Insurance Company's semi-annual dividend is 6 ₱ cent.

A meeting of the holders of the 1st mortgage Bonds of the Central Ohio Railroad, will be held at the office of CLIFT & LANE, No. 44 Nassau-street, to-morrow, (Thursday.)

BANKING AND FINANCIAL ADVERTISEMENTS

☞ UNITED STATES $1,000 COUPON BONDS, IN sums to suit, for sale at Board prices, adding ⅛ commission.
THOMPSON BROS.,
No. 2 Wall-st., corner of Broadway.

☞ SIGHT AND TIME BILLS, on all the Southern cities, purchased by DUNCAN, SHERMAN & CO.
SEPT. 24, 1858.

GENERAL MARKETS.

NEW-YORK, Wednesday, Feb. 16, 1859—6 P. M.

The reported receipts of the principal kinds of Produce, since our last, have been: 30 bbls. Ashes; 3,934 bbls Flour; 120 bushels Wheat; 46,478 bushels Corn; 172 bushels Oats; 388 pkgs. Provisions, and 285 bbls. Whisky.

ASHES—Pots are in demand at $5 62½@$5 62¾ ₱ 100 lbs. Pearls are quiet. Small lots have been sold at $5 87½ ₱ 100 lbs. Stock in the Inspection Warehouse, this morning, 2,139 bbls., including 1,538 bbls. Pots and 601 bbls. Pearls.

COFFEE—Has been more active to-day, sales having been made of 500 bags Maracaibo, at 11¾c.@12c.; and 4,000 bags Bahia on private terms.

COPPER—Refined Ingot and yellow Metal are in fair demand, the former at 24½c.@25c., and the latter at 22c. ₱ lb. Other kinds are moderately inquired for at unchanged figures.

COTTON—Sales to-day did not exceed 800 bales. Prices are nominally unchanged.

NEW-YORK CLASSIFICATION.

	Upland.	Florida.	Mobile.	N. O. & Tex.
Ordinary, ₱ lb.	9⅞	9⅞	10	10⅛
Middling, ₱ lb.	11⅝	11¾	11⅞	12
Middl'g Fair, ₱ lb.	12⅛	12⅜	12¾	13

FLOUR AND MEAL—The market is less active to-day for State and Western Flour. The demand is good, chiefly for home use. The firmness with which desirable lots are held, however, tends to check business. Prices continue to favor sellers. The transactions since our last comprise 11,500 bbls.

Unsound State, ₱ bbl	$4 00@ 4 60
Superfine State	5 30@ 5 55
Extra State	5 85@ 6 10
Superfine Western	5 35@ 5 55
Fancy Ohio	5 55@ 5 65
Extra Indiana and Michigan	6 00@ 7 50
Extra Ohio	6 35@ 7 75
Fancy Genesee	6 15@ 6 30
Extra Genesee	6 60@ 8 00
Low to very choice Extra Missouri	6 70@ 8 75

Canadian is in request, and is stiffly held at $6 45@$7 30 for low to choice extra brands, ₱ bbl. Southern is pretty actively inquired for at strengthening prices. Sales since our last 2,600 bbls., in lots, at $5 80@$6 20 for mixed and straight brands; and $6 25@$8 75 for low fancy to choice extra brands, ₱ bbl. Rye Flour is selling, in lots, at $3 70@$4 30 for fine and superfine ₱ bbl. Corn Meal is in fair demand at $3 70@$3 75 for Jersey, and $4 25 for Brandywine, ₱ bbl.

FRUIT—Raisins are in limited demand, including Layer at $2 85@$2 87½, and Bunch at $2 35 ₱ whole box. 1,000 boxes Valencia were sold at 7¼c. ₱ lb., usual credit. Other articles have been lightly dealt in at about previous figures.

GRAIN—Wheat continues quiet, the high prices generally asked impeding business. The inquiry from millers is fair, and speculators are disposed to purchase, but not at the rates claimed by holders. Red Western (Winter) is most sought after. Good clean parcels of this description could be easily sold at $1 48, but holders generally ask $1 45@$1 50 ₱ bush. These prices exceed the limits of the principal buyers. The nominal range for sound White Western is from $1 47½@$1 55 ₱ bush. Sound Milwaukee Club is quoted at from $1 18@$1 25 ₱ bush. Chicago Spring is sparingly offered, and its nominal value, varying according to quality, is from 90c.@$1 15 for unsound to prime ₱ bushel. Small lots of Southern have been sold, including white at $1 55@$1 60, and poor red at $1 25 ₱ bushel. Other sales were reported, but without particulars. Good to very choice Kentucky is scarce, and small parcels are in request at $1 65@$1 75, but holders are asking about 10c. ₱ bushel more for this kind. Corn is depressed, and prices favor buyers. Sales have been reported of 26,500 bushels, at 80c.@82c. for new yellow Jersey; 82c.@83c. for new yellow Southern; 80c.@86c. for poor to very choice white Jersey and Southern; and (nominally) 84c.@86c. for old mixed Western, ₱ bushel. Rye is arriving and selling slowly, mainly at 83c.@85c. ₱ bushel. The nominal range is from 83c.@87c. ₱ bushel. Barley is quiet at old quotations. Sales have been made of small lots of State at from 80c.@85c., ₱ bushel. Oats are moderately inquired for at previous rates. Included in the reported sales were 7,000 bushels State at 56c. ₱ bushel.

LIME—Rockland, 75c. for Common, and $1 for Lump ₱ bbl.

MOLASSES—Sales, to-day, 430 bbls. New-Orleans, at 39c.@40c. ₱ gallon.

PROVISIONS—Pork is in slack demand at drooping prices. Sales 750 bbls., in lots at $18 12½@$18 25 for New Mess; $17 50@$17 62½ for Old Mess; $13 40@$13 50 for Prime here, and $13 50 for do., March delivery, ₱ bbl. Cut Meats continue in fair request, including Hams at 9c.@9¾c.; and Shoulders at 6⅝c.@7⅛c. ₱ lb. Bacon is quiet, at 8¾c.@10½c. ₱ lb. Lard is heavy and languid; sales 400 bbls., in lots, at 11¾c.@12½c., ₱ lb. Beef is in good demand, and is firm. The transactions comprise 650 bbls., in lots, at $9@$11 for repacked Western Mess; $11 50@$12 for extra do.; $8@$9 25 for Country Mess; $6 50@$7 25 for do. Prime ₱ bbl., Prime Mess Beef, $17@$20; India Mess $22, ₱ tc. Beef Hams, $14@$17 62½ ₱ bbl. Butter is salable and firm, at 11c.@19c. for Ohio; 16c.@23c. for common to good State, and 25c.@27c. for prime to choice State ₱ lb. Cheese is in request at 9c.@11¾c. ₱ lb.

RICE—Sales 200 tcs., in lots, at $3 37½@$4 25 per 100 lbs.

SUGARS—Have been in fair demand, and sales have been made of about 500 hhds., nearly all New-Orleans, at 7c.@8½c.; with 171 boxes Havana at 8⅜c. ₱ lb.

WHISKY—Sales: 500 bbls. in lots, chiefly at 27½c. ₱ gallon.

FREIGHTS—For Liverpool, there were taken 700 bales Cotton at ⅛d.@5-32d. ₱ lb.; 2,100 bbls. Resin, at 1s. 10½d.@1s. 11d; and 70 boxes Bacon, at 17s. 6d. For London, 100 bbls. Pork, at 3s; and 200 tcs. Beef, at 4s. 9d. For Havana and back, a brig, Sugar and Molasses, 40c. and $3. The latest charters, according to the *Shipping List*, have been: A brig to Cadiz, with Light Pipe Staves, at $30, and back from Malaga to New-York, on private terms; a brig to Trinidad, Cuba, and back, Sugar, 40c., and Molasses $3; one, 250 tons to Zaza and back 40c. and $3; a bark, same voyage, Sugar, 40c., and Molasses, $2 50; a schooner, 250 tons, to Cardenas, $900; a bark, 396 tons, to Havana, $1,400; a brig, 275 tons, to North Side Cuba and back, Molasses, $3; a schooner, 250 tons, to Turk's Island and back, Salt, 15c.; a Br. bark, 2,700 bbls., and a brig, 2,800 bbls., to St. Johns, N. F., 65c. and 75c. ₱ bbl.; a ship at Baltimore from Mobile to Havre, on private terms.

Markets by Telegraph.

NEW-ORLEANS, Wednesday, Feb. 16.

COTTON—Sales, to day, 15,000 bales at unchanged prices. Flour dull at $5 50. MESS PORK dull and easier. BACON—Sales of new at 10c. for Sides and 8⅝c. for Shoulders.

NEW ORLEANS, Tuesday, Feb. 15.

SUGAR dull and declined ⅛c; fair to fully fair, 6c.@6¼c. CORN buoyant, at 90c. for mixed. OATS, 80c. Exchange on London, 108¼@108½; Exchange on New-York, sixty days', 2 ₱ cent. discount; do. sight, ¾ ₱ cent discount.

CINCINNATI, Wednesday, Feb. 16.

FLOUR in fair demand, at $5 50@$5 60 for Superfine: sales 1,200 bbls. WHISKY—Sales 1,200 bbls., at 25c.@25¼c., closing nominal. PROVISIONS—Very little done. MESS PORK—Nominal, with no demand. BULK MEATS—Sales 100,000 lbs., at 6c.@6¼c. for Shoulders, and 8c.@8⅜c. for Sides.

MOBILE, Tuesday, Feb. 15.

COTTON unchanged; sales to-day 2,500 bales; sales of the last three days, 8,000 bales; receipts of the last three days, 12,000 bales.

SAVANNAH, Tuesday, Feb. 15.

COTTON dull and but little business done since the *America's* advices reached us.

BALTIMORE, Tuesday, Feb. 14.

FLOUR firm. WHEAT buoyant; white, $1 40@$1 80; Red, $1 30@$1 40. CORN dull at 73c.@75c. for both white and yellow. PROVISIONS active. WHISKY dull.

Philadelphia Stock Market.

PHILADELPHIA, Wednesday, Feb. 16.

Stocks steady. Pennsylvania State Fives, 92⅞; Reading Railroad, 24¾; Morris Canal, 47½; Long Island Railroad, 11⅜; Pennsylvania Railroad, 43⅛.

Movements of Ocean Steamers.

Names.	Date.	Leaves.	For.
FOR EUROPE.			
New-York	Feb. 19	New-York	Southam'n
Edinburgh	Feb. 19	New-York	Glasgow
America	Feb. 23	Boston	Liverpool
Indian	Feb. 26	Portland	Liverpool
City of Manchester	Feb. 23	New-York	Liverpool
Saxonia	Mar. 1	New-York	Southam'n
Africa	Mar. 2	New-York	Liverpool.
Prince Albert	Mar. 3	New-York	Galway.
FROM EUROPE.			
Edinburgh	Jan. 22	Glasgow	New York
Lebanon	Jan. 29	Liverpool	New-York
City of Manchester	Feb. 2	Liverpool	New-York.
Bremen	Feb. 5	Bremen	New-York
Prince Albert	Feb. 5	Galway	New-York
Africa	Feb. 5	Liverpool	New-York.
FOR THE PACIFIC COAST.			
Star of the West	Feb. 21	New-York	Aspinwall.
Quaker City	Feb. 23	New-Orleans	Minatitlan
FOR MEXICO.			
Tennessee	Mar 1	New-Orleans	Vera Cruz
FOR HAVANA.			
Philadelphia	Feb 17	New-York	Havana.
Isabel	Feb. 19	Charleston	Havana.

Passengers Sailed.

In steamship Asia, for Liverpool—Mr. and Mrs. J. H. Conklin and child. Thos. Cropper. Mrs. Catterell, Brooklyn. Arnold R. Harrison, S. M. Wilkins, New-Orleans; A. Ulmann, Henry Nuschler, B. Megoneio, O. Spence, Mr. and Mrs. J. Holland, Geo. Cruikshank, Mr. and Mrs. H. Nash, Geo. S. Butler and son, J. Robinson, A. Friedman, Paul Soleliac, Joseph Beckel, A. Schwendler, Mr. Negris, Mr. and Mrs. Cheeks, H. Menter, (bearer of dispatches) Edmund Goer, J. Neuberger, Mr. and Mrs. F. Galway, J. Floraza, S. Ostenberg, E. Lassours, Mr. and Mrs. J. Gutman, infant and nurse, B. A. Wahl, C. A. Lord, G. J. Kraft, Theo. D. Honell, New-York; Miss Brace, New-Haven; Mr. and Mrs. James Dean, Quebec; Mr. and Mrs. T. L. Snead, infant and nurse, St Louis; John Harrington, Toronto; S. M. Wilkins, New-Orleans; J. P. Renayre, F. F. Vidal, San Francisco; Walter Southeran, England; F. A. Cowen, Jas. Hudson, England; Thos. Schwerdtmann, Baltimore; Master F. Bates, Boston; Jas. May, Philadelphia; Master S. Lenkelebubler, Saml. C. Ridley, Hamilton, C. W.; R. W. Beiliker, Sherbrooke, C. E.; John P. Woolford, Philadelphia; G. Gessel, Lyons; W. Waterman, California; Mr. Allen, Canada; Bernhard Lutro, New-York; Mrs. Frankenheimer and 2 children, John Wagner, Chas. Dana, Isaac Rodriguez, New-York; J. Hernando, H. Feichfeld, Georgia; G. Mitzscheslina, Russia; Fre'k. Pugh, London; Constantin Von Schultz, Russia; Miss Margaret McGowan, Charleston; Capt. John P. Newton, Dundee; Freck. Kohl, Illinois; Thos. Johnston, New-York; the Hon. W. T. Law, England; J. F. Isits, Marseilles; Mr. and Mrs. James Remsden, Philadelphia. Specie, $919,[illegible] 11.

In steamship Star of the South, for Savannah—Mr. and Mrs. George J. Thomson, S. G. Carpenter, L. M. Johnson, W. B. Huntley, Charles A. Herts, Mr. and Mrs. Fletcher Barper and son, the Rev. Theodore Febbets, J. B. Sharp, J. Harris, B. Mills, L. Knox, E. S. Butt, Mr. and Mrs. Seth Hutchinson, Mr. and Mrs. Chas. G. Small, Mrs. Divine, Richard F. Hawthorne, John K. Phillips, Mr. and Mrs. A. Potter, J. Jarvis Roberts, George D. Cooper, J. Marks, James Ramslen, A. Kauffmann, A. Pratt, M. O'Leary, W. Blake, Horace Webster, and 5 in the steerage.

Passengers Arrived.

In schr. James W. Fannin, from Galveston—William Taylor.

MINIATURE ALMANAC—THIS DAY.

Sun rises... 6 51 | Sun sets... 5 37 | Moon rises.... 6 19

HIGH WATER—THIS DAY.

Sandy Hook. 7 34 | Gov. Island. 8 23 | Hell Gate.... 9 43

MARINE INTELLIGENCE.

NEW-YORK....WEDNESDAY, Feb. 16.

Cleared.

Steamship Star of the South, Lyon, Savannah, S. L. Mitchill & Son.

Steamers George's Creek, Morley, Savannah, H. B. Cromwell & Co.; Kenebec, Hand, Philadelphia, F. Perkins.

Ship Aramede Snow, Hamden, New-Orleans, N. H. Brigham.

Barks Samson, Robinson, Galveston, Wakeman Dimon & Co. Rebecca, Michener, Lisbon, M. M. Freeman & Co.

Brigs Truxillo, Mulligan, Bermuda, Smith, Jones & Co.. G. T. Ward, Briggs, St. Mara's, Brodie & Pettes.

Schooners Haxall, Winters, Richmond, C. H. Pierson; Chas. Smith, Swain, Wilmington, master.

Arrived.

Steamer Parkersburg, Powell, Baltimore 40 hours, with mdse. to H. H. Cromwell & Co. 15th, at 6 P. M., off Egg Harbor, passed a large ship, bd. N.; 8 P. M., off Barnegat, passed a large ship bd. N.

Ship James W. Fannin, Briggs, Galveston 23 ds., with cotton, &c., to J. H. Brower & Co.

Brig Ereole (Sic.,) Dominice, Palermo 50 ds., passed Gibraltar Jan. 6, with fruit to order. Has experienced heavy weather.

Ship Pacific, Gadd, New-Orleans Jan. 26, with mdse. to Wm. Nelson & Sons. 7th inst., saw a bark ashore on Pickle Reef, and wreckers discharging her. (The Mimi, before reported.)

Ship Harriet, (of Boston,) Cook, Trieste Dec. 29, passed Gibraltar Jan. 18, with mdse. to Dutilh & Co. Been 5 ds. N. of Hatteras, with heavy N. W. winds. 15th inst., off Egg Harbor, took a pilot from boat Moses H. Grinnell. (No. 1.)

Ship Mandarin, Perit, Shanghae Nov. 1, passed Anjier Nov. 23, with teas, &c., to Goodhue & Co. No date, lat. 1 25 N., lon. 107 08 E., lost overboard Wm. de Haine, a native of Holland. 15th inst., off Absecom, took a pilot from boat Moses H. Grinnell (No. 1.)

Brig R. B. Minturn, (Br., of Yarmouth, N. S.,) Scott, Leghorn Dec. 16, passed Gibraltar Jan. 2, with marble, rags, &c., to Simes & Huffer—vessel to Wilson & Braine. Had a fine passage up to Jan. 31 since which time had constant gales from N. W. and S. W. been 6 ds. N. of Cape Henry. While passing through the Straits of Gibraltar, spoke brig B. K. Eaton from Messina for Philadelphia. Jan. 31, lat. 34 25, lon. 65 42, at 7 P. M., was struck by a squall from N. E., (of great violence,) which carried away the close-reefed main-topsail and gaff, blew the mainsail from the yard, split sails and did other damage. At 10 P. M. took a complete hurricane, which lasted until the 2d inst.; it was with difficulty the vessel passed to the eastward of Bermuda, as she was compelled to keep directly before the wind. The hurricane was so severe that all hands were obliged to lash themselves in order to prevent being washed overboard, as it actually lifted them clear of the deck. When the gale subsided, (Feb. 2) were in lat. 31 0, lon. 63 40 when the wreck was cleared, and she proceeded to this port. Capt. S. says that he never imagined it was possible for the wind to be so violent.

Brig Sarah Wooster, Hopkins, Darien, Ga., 2d inst., with lumber to C. & E. J. Peters. 14th inst., 150 miles S. of Sandy Hook, saw a bark bd. N., with head of foremast and maintopgallantmast gone.

Brig Deseo, (Mex.,) Arena, Sisal 31 ds., with hides, goatskins, &c., to Theband & Son.

Brig Franconia, Upton, Trinidad de Cuba 33 ds., with sugar to Thompson & Hunter. Has experienced heavy weather on the passage—sprung head of mainmast, jibboom, split sails, &c.

Brig Eliza, Stevens, Cardenas 27 ds., with sugar, &c., to Mora Bros., Navarro & Co. For the last 10 days has had strong northerly winds. Night of Jan. 30, John Myers, of Hamburg, a seaman, aged 20, fell from the foretopgallantyard and was drowned.

Schr. Arzac, (3-masted,) Venas, Rochelle Jan. 9, with brandy, &c., to M. Lienan & Co. Jan. 17, lat. 45, lon. 25, experienced a heavy gale from S. W. to N. W. which lasted 5 days was compelled to lay to most of the time, which caused the loss of several sails. 2d inst., lat. 42, lon. 51, experienced another gale, from westward with a tremendous sea running; lost sails and somewhat damaged the hull. Feb. 8, lat. 41, lon. 61 20, ran close to a bark which hailed from Liverpool, was waterlogged and abandoned, and apparently timber-laden. From Jan. 15, in lon. 22, had boisterous weather.

Schr. A. Bradshaw, Fish, Havana Feb. 1, with sugar, tobacco, &c., to R. E. Lasalla. Been 6 ds. N. of Hatteras—experienced heavy weather, split jib, &c.

Schr. B. D. Prince, Hawes, Virginia 3 ds., with oysters, bound to Boston.

Schr. Lane, (Br.,) Halsey, Falmouth, Jam., 24 ds., with coffee, &c., to A. H. Solomon. Left no Am. vessels.

Schr. Iris, Cook, Washington, N. C., 4 ds., with naval stores to J. G. Williams.

Schr. Chas. Fox, Chase, Durin's Neck, N. C., 5 ds., with grain to master.

Schr. R. B. Huntley, Hammond, Baltimore, for Providence.

Schr. J. R. Mitchell, Morris, Delaware 3 ds., with grain to B. N. Fox.

Schr. Blossom, Bowen, Leipsic, Del., 2 ds., with grain to Young & Bodlel.

Schr. Empire, Adams, Egg Harbor, with wood.

Schr. John Price, Davis, Baltimore 10 ds., with coal.

Schr. John Tilton, Pharo, Virginia 3 ds., with wood.

Schr. Geo. W. Grice, Palmer, Washington, N. C., 7 ds., with naval stores to S. L. Mitchill & Son.

Schr. Herndon, Gaskill, Washington, N. C., 5 ds., with naval stores to master.

Schr. Tennessee, Wooster, Eastport 10 ds., with lath, &c., to Sturges & Co.

Schr. Maria, Cook, Calais 10 ds., lumber to master.

WIND—During the day, from S. to W.; sunset, calm.

Sailed.

Steamships Asia, (Br.,) Lott, for Liverpool; Star of the South, Lyon, for Savannah. Bark Francis Secor, for St. Mark's.

By Telegraph.

SQUAN, N. J., Feb. 16, sundown—Nothing in sight bound in. Wind light S. S. W.; cloudy.

SANDY HOOK, N. J., Feb. 16, sundown—Nothing in sight bound in. Steamship Star of the South clear of the bar, bound out. Wind light N. N. W.; clear.

LONG BRANCH, N. J., Feb. 16, sundown—Nothing in sight bound in. Wind light N. N. W.; clear.

HIGHLANDS, N. J., Feb. 16, sundown—Nothing in sight, bound in. Wind light W.; clear.

BOSTON, Feb. 16—Arr. ship Martha Balding, Liverpool; barks Hesper, Perkins, Apalachicola; Elizabeth Leavitt, Knapp, Havana; brig Benguela, Staples, Matanzas.

Off Highland Light, Cape Cod—Ships Isaiah Crowell, from Calcutta for Boston; Java, fm. Charleston, for do.

NEW-ORLEANS, Feb. 15—Arr. ships Hartley, from Boston; Genoa, from Havre; bark Adeline C. Adams, from Rio Janeiro.

Feb. 16—Arr. ship Luna, from Boston.

Miscellaneous.

Supplement No. 15) of the New York Marine Register, (American Lloyd's,) "is out." Contents—19 ships, 21 barks, 19 brigs, 26 schooners, and 2 steamers, not before registered. Published by E. & G. W. Blunt. The Hon. J. A. Westervelt, and Capt. Wm. Skiddy and Ezra Nye, Committee of Supervision. Office, Great Western Insurance Co., rear room.

COLLISION AT SEA.—Capt. Maxwell, of the brig Lucretia, from Halifax, N. S., reports that on the night of the 1st inst., about 30 miles E. by S. of South Point light, the brig was run into by a brigantine bound to Havana. He could not ascertain her name. The Lucretia was struck on the larboard side, carrying away stancheons and started the larboard quarter badly; also foretopsailyards and topgallant yards. The captain did not learn whether the outward-bound vessel was damaged, as both vessels proceeded on their voyage.—*N. O. Pic.*

KEY WEST, Feb. 10.—The ship Abby Blanchard, of Yarmouth, Me., from Havre Dec. 15, for New-Orleans, went ashore on Orange Key, Jan. 31, was afterwards got off, leaking badly, and is now on her way to Nassau, N. P.

The bark Laura Campbell sails to-morrow for New-York.

The bark Louisa Bliss is ready for sea, and will sail to-day. The captain had six of his men arrested for mutiny. They were sent to prison for four months.

The schr. W. H. Titcomb has been reloaded, and will sail for New-York 12th.

LEWES, Del., Feb. 13.—On the 9th inst. some 2,000 feet of hard-pine lumber was picked up on Rehoboth Beach, Indian River Inlet; also on the 11th inst. 13 pieces of white-oak timber, sawed 10 feet long, and 4 boxes containing 25 suits of oil clothing, each marked "From Tooker & Gereham, New-York, for Schooler Brothers, Alexandria, Va." The above, it is supposed, were thrown overboard from a schooner (name unknown) which was ashore on the Hen and Chickens for several hours on the evening of the 10th inst.

Spoken, &c.

Acteon—Br. bark, 28 ds. from London for New-Orleans, Feb. 3, lat. 18 16 N., lon. 58 17.

Ashley—Br. brig, for Philadelphia, Feb. 15, off Little Egg Harbor.—(By pilot-boat Jane.)

Charles Keene—barkantine, from Philadelphia for Rio Janeiro, Jan. 13, on the equator, lon. 35 40 W.

Eliza Reed—brig from Philadelphia for Cuba, Feb. 7, lat. 38 30, lon. 72 26.

Minerva—schr., 4 ds. from Norfolk for Martinique, Feb. 9, lat. 30 45, lon. 70 35.

Sophia (understood)—bark, bound to Quebec, Feb. 12, lat. 35 47, lon. 73 57.

San Francisco Shipping Intelligence.

[PER AMERICA.]

LIVERPOOL—Arr., Jan. 25, Charter Oak, Carver, New-Orleans; 27th, De Witt Clinton, Frink, New-York.

PORTSMOUTH—Passed, Jan. 24, Thatcher Magoun, Boston, Sourabaya, for Rotterdam.

MILFORD—Put in, Jan. 25, Forest King, Balls, Liverpool, for New-Orleans.

QUEENSTOWN—Arr. Jan. 24, Phœnix, Hoxie, Savannah.

HAMBURG—Arr. Jan. 23, Dr. Barth, Meyer, New-York.

LEGHORN—Sld. Jan. 16, Annie, Winship, New-York.

PALERMO—Sld. Jan. 11, W. Friend, Friend, New-York; John S. Palmer, Turner, do.; Glasgow, Rapp, do.

CHERBOURG—Arr., Jan. 25, Samuel Lawrence, Patten, Callao, for Havre.

MARSEILLES—Sld., Jan. 22, W. Lovitt Scoville, New-York.

MALAGA—Arr. Jan. 1, Sea Lark, Allen, New-York; 9th, Daniel Webster, Smith, Gibraltar.

CONSTANTINOPLE—Jan. 14, Anne, Tette, New-York.

SHANGHAE—Sld. Nov. 28, Oscar, Harding, New-York.

CAPE TOWN—Arr. Dec. 8, Ocean Rover, Pickering, Mauritius—sld. 9th for New-York.

ANJIER—Passed, Nov. 26, Levanter, Peterson, Macao, for New-York; 29th, Sancho Panza, Reed, Shanghae, for New-York; Rae Hastings, Reed, do. for do.

HONG KONG—Arr. Dec. 7, Gauntlet, Holland, San Francisco; Mary L. Sutton, Spicer, do. Sld.—Nov. 30, Sea Serpent, Whitmore, San Francisco.

SINGAPORE—Dec. 15, Resolute, Holt, New York.

RUTGERS INSTITUTE COURSE
OF
ASTRONOMICAL LECTURES,
BY
Prof. O. M. MITCHEL.

In compliance with a request made by a large number of citizens residing in the eastern section of the City, Prof MITCHEL has consented to deliver a course of Astronomical Lectures before the Rutgers Female Institute, in the Rutgers-st. Church.

The invitation to give this course of lectures is extended to Prof. Mitchel by some of our most distinguished citizens. Among them are:

WM. B. CROSBY, Esq., JOHN LEVERIDGE, Esq.,
Rev. T. ARMITAGE, D. D., Rev. T. R. SMITH,
Rev. J. M. KREBS, D. D., Rev. Dr. N. W. CAMP,
Rev. T. L. CUYLER, Rev. E. O. FLAGG,
JOS. HOXIE, Esq., Rev. J. S. INSKIP,
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The Course will embrace the discussion of the following topics:

1. The Origin of the Physical Universe.
2. Is the Creator of the Universe the God of the Bible.
3. An examination of the Astronomical Illustrations and Allusions found in the Bible.

These Lectures will be delivered at Rutgers-st. Church (the Rev. Dr. Krebs) on MONDAY and WEDNESDAY EVENINGS. The first lecture MONDAY next, Feb. 21. Lecture to commence at 7½ o'clock.

Tickets to the Course, $1; Single tickets, 50 cents.

Obtained on Broadway at WM. HALL & SON'S, No. 239, A. D. F. RANDOLPH'S, No. 683 and C. BREUSING'S, No. 701; IVISON & PHINNEY'S, No. 48 Walker st.; on Grand-st. at LORD & TAYLOR'S, No. 250 and ADAMS & SPENCER'S, No. 281; and at the Institute, No. 264 Madison-st.
HENRY M. PIERCE, Principal.